

SERFF Tracking Number: MANU-127335216 State: Arkansas  
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49378  
 Company Tracking Number: 11INDUL  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
 Adjustable Life  
 Product Name: 11INDUL  
 Project Name/Number: 11INDUL/11INDUL

## Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)

Product Name: 11INDUL SERFF Tr Num: MANU-127335216 State: Arkansas  
 TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 49378  
 Adjustable Life Closed  
 Sub-TOI: L09I.001 Single Life Co Tr Num: 11INDUL State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird  
 Disposition Date: 08/04/2011  
 Authors: Helene Landow, Arlene Laws, Karren Phair, Debbie Tom, Jacqueline Lau, Virginia Bove  
 Date Submitted: 07/22/2011 Disposition Status: Approved-Closed  
 Implementation Date Requested: Implementation Date:

State Filing Description:

## General Information

Project Name: 11INDUL Status of Filing in Domicile:  
 Project Number: 11INDUL Date Approved in Domicile:  
 Requested Filing Mode: Review & Approval Domicile Status Comments: State of Domicile: Michigan  
 Explanation for Combination/Other: Market Type: Individual  
 Submission Type: New Submission Individual Market Type:  
 Overall Rate Impact: Filing Status Changed: 08/04/2011  
 State Status Changed: 08/04/2011  
 Deemer Date: Created By: Debbie Tom  
 Submitted By: Debbie Tom Corresponding Filing Tracking Number:  
 Filing Description:  
 ARKANSAS  
 N.A.I.C. # 904-65838  
 SERFF Tracking # MANU-127335216  
 Date of Submission: July 22, 2011  
 Analyst: Arlene Laws  
 Filing Description: Policy: UNIVERSAL LIFE

SERFF Tracking Number: MANU-127335216 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49378  
Company Tracking Number: 11INDUL  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: 11INDUL  
Project Name/Number: 11INDUL/11INDUL

## UNIVERSAL LIFE

### Policy:

Form 11INDUL- Flexible Premium Indexed Universal Life Insurance Policy, Non-Participating

We are submitting the above form for your approval. This form is filed in accordance with the applicable statutes and regulations of your jurisdiction. The form will be laser printed, subject only to minor variations in color, paper stock, duplexing, fonts, and positioning. This is a new form and does not replace any currently approved form. The form will be effective on the date of approval and will be marketed to the general public. No part of this filing contains any unusual or controversial items that deviate from normal Company or industry standards.

Form 11INDUL, Flexible Premium Indexed Universal Life Insurance Policy, is a non-participating single life policy which targets a general market. The policy's Total Face Amount is the sum of the Base Face Amount and any Supplemental Face Amount under the policy. The minimum Total Face Amount is \$100,000 and the minimum Base Face Amount is \$100,000. The issue age range for the policy is 0 to 90 and can vary within this range based on smoking status and risk class. The policy provides two death benefit options and also provides flexibility in the timing and amount of premium payments. Premiums are payable until the earlier of the life insured's death or age 121.

When we receive a premium payment, we deduct a Premium Charge and credit the Net Premium to the Guaranteed Interest Account or to the Indexed Accounts, according to the policy owner's allocation instructions. The Guaranteed Interest Account is credited at rates determined by us, which are guaranteed never to be less than an effective annual rate of 2.5%, while the Indexed Accounts receive interest credits linked to the performance of an outside Index. The policy includes a cumulative policy value guarantee as described in the policy with a minimum guaranteed rate of interest of 2%. The policy also includes a No-Lapse Guarantee. The no-lapse guarantee period varies according to issue age, duration and benefit features with a maximum period of 15 policy years and a minimum period of 5 policy years.

We make monthly deductions to cover the cost of insurance and other policy charges. Monthly Deductions are made from the Guaranteed Interest Account and the Indexed Accounts in accordance with the terms of the policy. If the policy is still in force at the life insured's Age 121, interest will continue to be credited but monthly deductions will cease. The Death Benefit will be determined the same way as it was before Age 121 except that any Supplemental Face Amount will terminate, thereby reducing the Death Benefit by such amount.

Policy loans are available on a variable interest rate basis as specified in the policy. The policy owner has a choice between a Standard Loan and an Index Loan as described in the policy. Once selected, a loan option can only be changed once outstanding Policy Debt is reduced to zero. The Standard Loan is the only option available for the first 3 policy years.

SERFF Tracking Number: MANU-127335216 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49378  
Company Tracking Number: 11INDUL  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: 11INDUL  
Project Name/Number: 11INDUL/11INDUL

The policy provides two premium test options for qualification as life insurance for tax purposes under the Internal Revenue Code: Guideline Premium Test or Cash Value Accumulation Test. The premium test election is made at the time of application and cannot be changed after the policy is issued.

Reserves and non-forfeiture values are based on the 2001 Commissioners Standard Ordinary Sex Distinct, Composite, Ultimate ANB Mortality Tables, with substandard ratings as applicable. We also use these tables as the basis for determining maximum cost of insurance rates. For policies subject to the Norris Decision that are purchased by a qualified pension or profit-sharing plan, we issue the policy on a unisex basis with maximum cost of insurance rates based on the 2001 Commissioners Standard Ordinary (80) Composite Ultimate ANB Mortality Table, with substandard ratings as applicable. An Actuarial/Reserve Memorandum for the policy is enclosed.

The main application form which will be used with this policy is NB5000USR (06/2010) Application for Life Insurance, which was approved by your state on August 4, 2010 under SERFF Tracking # MANU-126736915 state tracking # 46342.

Other previously and subsequently approved forms may be made available with this policy. Note that the policy Section 1, under the Other Benefits and Specifications heading, will include a complete listing of all riders applied for and issued with the policy.

Marketing materials, which have yet to be developed for this product, will be submitted to your Department to the extent necessary under insurance laws, unless you indicate otherwise.

We trust the form is acceptable to you and look forward to your state's approval in the usual manner. If you have any questions or concerns, please contact me at 416-926-6791 or via email at arlene\_laws@jhancock.com.

P.S. At present, there is no advertising or sales material available for this product.

Enclosures: Actuarial Memorandum (includes Reserve Statement)  
Statement of Variability  
Filing Fee (EFT)  
Readability Certificate  
Certificate of Compliance with Standard Non-Forfeiture and Valuation John Doe Application  
Compliance Certification re Unfair Sex Discrimination  
Compliance Certification re Ark. Code Ann. 23-79-138 and Regulation 49

SERFF Tracking Number: MANU-127335216 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49378

Company Tracking Number: 11INDUL

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: 11INDUL

Project Name/Number: 11INDUL/11INDUL

## Company and Contact

### Filing Contact Information

Arlene Laws, Senior Contract Analyst  
P. O. Box 600  
Buffalo, NY 14201-0600

arlene\_laws@jhancock.com  
416-926-6791 [Phone]  
416-926-3121 [FAX]

### Filing Company Information

John Hancock Life Insurance Company  
(U.S.A.)  
P. O. Box 600  
Contracts and Compliance  
Buffalo, NY 14201-0600  
(416) 926-3000 ext. [Phone]

CoCode: 65838  
Group Code: 904  
Group Name:  
FEIN Number: 01-0233346

State of Domicile: Michigan  
Company Type: insurance/financial  
State ID Number:

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	07/22/2011	50022899

SERFF Tracking Number: MANU-127335216 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49378  
Company Tracking Number: 11INDUL  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: 11INDUL  
Project Name/Number: 11INDUL/11INDUL

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/04/2011	08/04/2011

SERFF Tracking Number:	MANU-127335216	State:	Arkansas
Filing Company:	John Hancock Life Insurance Company (U.S.A.)	State Tracking Number:	49378
Company Tracking Number:	11INDUL		
TOI:	L09I Individual Life - Flexible Premium	Sub-TOI:	L09I.001 Single Life
	Adjustable Life		
Product Name:	11INDUL		
Project Name/Number:	11INDUL/11INDUL		

## Disposition

Disposition Date: 08/04/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MANU-127335216 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49378

Company Tracking Number: 11INDUL

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: 11INDUL

Project Name/Number: 11INDUL/11INDUL

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Memorandum /Reserve		No
	Statement for Policy Form 11INDUL		
Supporting Document	Certificate of Compliance with Standard		Yes
	Non-Forfeiture and Valuation		
Supporting Document	Compliance Certification re Unfair Sex		Yes
	Discrimination		
Supporting Document	Compliance Certification re Ark. Code		Yes
	Ann. 23-79-138 and Regulation 49		
Form	Flexible Premium Universal Life		Yes
	Insurance Policy, Non-Participating		

SERFF Tracking Number: MANU-127335216 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49378

Company Tracking Number: 11INDUL

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: 11INDUL

Project Name/Number: 11INDUL/11INDUL

## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11INDUL	Policy/Cont Flexible Premium ract/Fratern Universal Life al Insurance Policy, Certificate Non-Participating	Initial		42.000	AR - 11INDUL - AR.pdf





John Hancock Life Insurance Company (U.S.A.)  
A Stock Company

LIFE INSURED [John J. Doe]

POLICY NUMBER [12 345 678]

PLAN NAME [Indexed UL]

**FLEXIBLE PREMIUM INDEXED UNIVERSAL LIFE INSURANCE POLICY**

ADJUSTABLE DEATH BENEFIT

INDEXED-LINKED INTEREST OPTION

BENEFIT PAYABLE ON LIFE INSURED'S DEATH

FLEXIBLE PREMIUMS PAYABLE TO AGE 121 DURING THE LIFE INSURED'S LIFETIME

NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS)

Subject to the conditions and provisions of this policy, while the policy is in force, and upon the death of the Life Insured, John Hancock Life Insurance Company (U.S.A.) ("the Company") agrees to pay the Insurance Benefit to the beneficiary in a lump sum, and to provide the other benefits, rights, and privileges, if any, of the policy.

The Insurance Benefit is described in Section 6. If the Company makes other plans of payment available other than a lump sum, then a beneficiary may request written election of any such other plans in lieu of a lump sum.

**Your Net Premiums are added to Your Policy Value. You may allocate them to one or more of the Indexed Accounts included within the Index Appreciation Account and/or to the Guaranteed Interest Account, subject to Section 18 and any other applicable provisions of the policy.**

**While the portion of Your Policy Value in the Index Appreciation Account may be affected by an external index or indices, the policy does not participate in any stock or equity investment. The elements and the method used to calculate any Index Segment Interest Credit for each Indexed Account is shown in Section 1.**


**The portion of Your Policy Value that is in the Guaranteed Interest Account will accumulate, after deductions, at rates of interest We determine. Such rates will not be less than the Minimum Guaranteed Interest Account Annual Rate shown in Section 1.**

**The amount of the Insurance Benefit, or the duration of the insurance coverage, or both, may increase or decrease as described in Section 6.**

**READ YOUR POLICY CAREFULLY. It is a contract between You and Us.**

**RIGHT TO RETURN POLICY. If for any reason You are not satisfied with Your policy, You may return it for cancellation by delivering or mailing it to Us or to the agent who sold it. If this policy does not replace another policy, You may return it within TEN days after receiving it, or if it replaces another policy, You may return it within THIRTY days after receiving it. We will refund in full the payment made. The policy will be void from the beginning.**

Signed for the Company by:

  
President

  
Secretary

## **Policy Provisions**

### **Section**

1. Policy Specifications
2. Table of Rates
3. Definitions
4. Qualification as Life Insurance
5. Total Face Amount
6. Insurance Benefit
7. Interest on Proceeds
8. Premiums
9. No-Lapse Guarantee
10. Grace Period
11. Policy Termination
12. Reinstatement
13. Coverage at and after Age 121
14. Policy Value
15. Guaranteed Interest Account
16. Index Appreciation Account
17. Loan Account
18. Allocations and Transfers
19. Loans
20. Surrenders and Withdrawals
21. Owner and Beneficiary
22. Assignment
23. Misstatements
24. Suicide
25. Incontestability
26. The Contract
27. Right to Postpone Payment of Benefits
28. Claims of Creditors
29. Reports to Owner
30. How Values are Computed

---

## 1. POLICY SPECIFICATIONS

---

<b>Life Insured</b>	[JOHN DOE]	<b>Plan Name</b>	[Indexed UL]
<b>Age at Policy Date</b>	[35]	<b>Policy Number</b>	[12 345 678]
<b>[Sex]</b>	[MALE]	<b>Issue Date</b>	[September 1, 2011]
<b>Risk Classification</b>	[Standard] [Non Smoker]	<b>Policy Date</b>	[September 1, 2011]
<b>Additional Ratings</b>	[not applicable]		
<b>Owner, Beneficiary</b>	As designated in the application or subsequently changed		
<b>Death Benefit Option at Issue</b>	[Option 1]		
<b>Life Insurance Qualification Test Elected</b>	[Guideline Premium Test]		
	Base Face Amount at Issue \$[500,000]		
	Supplemental Face Amount at Issue \$[600,000]		
	Total Face Amount at Issue <u>\$[1,100,000]</u>		
<b>Governing Law</b>	[Arkansas]		

### PREMIUMS AT ISSUE

<b>Premium Mode</b>	[Annual]
<b>Planned Premium</b>	\$ [5,000.00 per year]
<b>Minimum Initial Premium</b>	\$ [ 317.82]
<b>No- Lapse Guarantee Premium</b>	\$ [3,813.83 per year]

**Notice:** This policy provides life insurance coverage for the lifetime of the Life Insured if sufficient premiums are paid. Premium payments in addition to the Planned Premium shown may need to be made to keep this policy and coverage in force. Keeping the policy and coverage in force will be affected by factors such as: changes in the current Cost of Insurance rates; changes in the Administrative Charge, Base Face Amount Charge, or Premium Charge; the amount, timing and frequency of premium payments; the interest rate being credited to the Guaranteed Interest Account and Index Appreciation Account; changes to the Death Benefit Option; changes in the Total Face Amount; loan activity; withdrawals; and deductions for any applicable supplementary benefit riders that are attached to, and made a part of, this policy. Also refer to the Grace Period and Policy Termination provisions in Sections 10 and 11.

---

**1. POLICY SPECIFICATIONS** (continued) – Policy [12 345 678]

---

**SCHEDULE OF SUPPLEMENTAL FACE AMOUNT**

Supplemental Face Amount at Issue	\$[ 600,000]
Maximum Increasing Supplemental Face Amount	\$[1,050,000]
Maximum Total Supplemental Face Amount	\$[1,650,000]

<b>Effective at Beginning of Policy Year</b>	<b>Supplemental Face Amount Increases</b>	<b>Total Supplemental Face Amount</b>
1	\$0	\$ 600,000
2	\$ 50,000	\$ 650,000
3	\$ 50,000	\$ 700,000
4	\$ 75,000	\$ 775,000
5	\$ 75,000	\$ 850,000
6	\$100,000	\$ 950,000
7	\$100,000	\$1,050,000
8	\$100,000	\$1,150,000
9	\$150,000	\$1,300,000
10	\$150,000	\$1,450,000
11	\$200,000	\$1,650,000
12 to 86	\$0	\$1,650,000

**OTHER BENEFITS AND SPECIFICATIONS**

[Not Applicable]

---

**1. POLICY SPECIFICATIONS** (continued) – Policy [12 345 678]

---

**MAXIMUM EXPENSE CHARGES****Deductions from Premium Payments**

<b>Premium Charge</b>	A percentage of each premium payment, the percentages as shown below	
	Policy Years	Percentage
	1	10%
	2+	6.5%

**Monthly Deductions:** the following charges are deducted monthly from the Policy Value

<b>Administrative Charge</b>	\$10.00	
<b>Base Face Amount Charge</b>	Policy Years	Charge per \$1000 of Base Face Amount
	1-3	[\$0.2730]
	4-10	[\$0.1370]
	11+	\$0.0000
<b>Cost of Insurance Charge</b>	Determined in accordance with Section 14. Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk are shown in Section 2.	

**Other Charges**

<b>Surrender Charge</b>	Charge deducted from Policy Value during the Surrender Charge Period. See Sections 5 and 20 for details of when a Surrender Charge applies.  The Surrender Charge is the lesser of (a) or (b) multiplied by the Applicable Percentage from the table below, where:  (a) is the sum of Premiums received in the first Policy Year; and  (b) is the Surrender Charge Calculation Limit shown under the Table of Values of this Section 1.
-------------------------	---

The Surrender Charge will reduce over the Surrender Charge Period until it becomes zero. The table below shows the Applicable Percentage at the beginning of each Policy Year during the Surrender Charge Period (proportionate grading percentages apply for other Policy Months).

<b>Surrender Charge Period (Policy Year)</b>	<b>Applicable Percentage</b>	<b>Surrender Charge Period (Policy Year)</b>	<b>Applicable Percentage</b>
1	[163.00]%	6	[140.00]%
2	[162.00]%	7	[135.00]%
3	[160.00]%	8	[115.00]%
4	[159.00]%	9	[94.00]%
5	[158.00]%	10	[70.00]%
		11+	[00.00]%

<b>Supplementary Benefit Rider Charges</b>	Charges for applicable riders are shown under Supplementary Benefits of this Section 1.
--	---

---

**1. POLICY SPECIFICATIONS** (continued) – Policy [12 345 678]

---

**TABLE OF VALUES**

**Refer to Your policy provisions for details on the terms and values shown in this table.**

Minimum Total Face Amount	\$ 100,000
Minimum Base Face Amount	\$ 100,000
Minimum Total Face Amount Decrease	\$ 50,000
No-Lapse Guarantee Period	
Base Face Amount	First [5] Policy Years from Policy Date
Supplemental Face Amount (if elected)	First 5 Policy Years from Policy Date
Minimum Guaranteed Interest Account Annual Rate	2.5%
Cumulative Guaranteed Interest Rate	2.0%
Index Appreciation Account Values (continued)	See Specification Pages 3C and 3C
Maximum Rate of Loan Interest Charged	As defined in Section 19
Maximum Loan Interest Credited Differential	
Policy Years 1-10	1.25%
Policy Years 11+	.25%
Minimum Loan Amount	\$ 500
Minimum Withdrawal Amount	\$ 500
Death Benefit Discount Factor	1.0024663
Surrender Charge Calculation Limit	\$ [4,475.00]
Partial Surrender Charge Decrease Exemption	10%

---

**1. POLICY SPECIFICATIONS** (continued) – Policy [12 345 678]

---

**LISTING OF INDEXED ACCOUNTS AND VALUES FROM THE INDEX APPRECIATION ACCOUNT****CAPPED INDEXED ACCOUNT**

The following provides the values and the method used in calculating any Index Segment Interest Credit for each Segment of the Capped Indexed Account.

Index	[Standard & Poor's 500 Composite Stock Price Index, excluding dividends]
Segment Initiation Date	the 15 <sup>th</sup> day of each calendar month
Segment Term	1 Year
Maximum Number of Segments	up to 12 Segments at any given time
Segment Minimum Cap Rate	3.0%
Segment Floor Rate	0.0%
Lock In Date	End of the third Business Day prior to the Segment Initiation Date
Lock Out Period	12 consecutive months
Participation Rate	100%

**Index Segment Interest Credit.** The following formula is used to calculate any Index Segment Interest Credit on Segments in the Capped Indexed Account.

The Index Segment Interest Credit on the Segment Maturity Date is equal to the Adjusted Segment Crediting Balance on the Segment Maturity Date, multiplied by the Segment Growth Rate. The Segment Growth Rate is the greater of (a) and (b) where:

- (a) is the lesser of the Index Change times the Participation Rate, and the Segment Cap Rate for the Segment; and
- (b) is the Segment Floor Rate.



---

**1. POLICY SPECIFICATIONS** (continued) – Policy [12 345 678]

---

**LISTING OF INDEXED ACCOUNTS AND VALUES FROM THE INDEX APPRECIATION ACCOUNT**  
**(continued)****UNCAPPED INDEXED ACCOUNT**

The following provides the values and the method used in calculating any Index Segment Interest Credit for each Segment of the Uncapped Indexed Account.

Index	[Standard & Poor's 500 Composite Stock Price Index, excluding dividends]	
Segment Initiation Date	the 15 <sup>th</sup> day of each calendar month	
Segment Term	1 Year	
Maximum Number of Segments	up to 12 Segments at any given time	
Segment Maximum Threshold Rate	20.0%	
Segment Floor Rate	0.0%	
Lock In Date	End of the third Business Day prior to the Segment Initiation Date	
Lock Out Period	12 consecutive months	
Participation Rate	100%	

**Index Segment Interest Credit.** The following formula is used to calculate any Index Segment Interest Credit on Segments in the Uncapped Indexed Account.

The Index Segment Interest Credit on the Segment Maturity Date is equal to the Adjusted Segment Crediting Balance on the Segment Maturity Date, multiplied by the Segment Growth Rate. The Segment Growth Rate is the greater of (a) and (b) where:

- (a) is the Index Change times the Participation Rate, minus the Segment Threshold Rate for the Segment; and
- (b) is the Segment Floor Rate.

**INDEX DISCLAIMERS**

The policy is not sponsored, endorsed, sold or promoted by Standard & Poor's Financial Services LLC ("S&P" or "Standard & Poor's") or its third party licensors. Neither S&P nor its third party licensors makes any representation or warranty, express or implied, to the owners of the policy or any member of the public regarding the advisability of purchasing the policy.

S&P's and its third party licensor's only relationship to the Company is the licensing of certain trademarks and trade names of S&P and the third party licensors and of the Index which is determined, composed and calculated by S&P or its third party licensors without regard to the Company or the policy.

S&P and its third party licensors have no obligation to take the needs of the Company or the owners of the policy into consideration in determining, composing or calculating the Index. Neither S&P nor its third party licensors is responsible for and has not participated in the determination of the prices and amount of the policy or the timing of the issuance or sale of the policy or in the determination or calculation of the equation by which the policy is to be converted into cash.

S&P has no obligation or liability in connection with the administration, marketing or issuance of the policy.

NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDEX OR ANY DATA INCLUDED THEREIN OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P, ITS AFFILIATES AND THEIR THIRD PARTY LICENSORS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE MARKS, THE INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES OR THEIR THIRD PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

"Standard & Poor's®", "S&P®", "Standard & Poor's 500™" and "S&P 500®" are trademarks of Standard & Poor's Financial Services LLC and have been licensed for use by the Company.

**2. TABLE OF RATES— Policy [12 345 678]****A. RATE TABLE**

Age	Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors	Age	Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors
35	0.1008	2.5000	79	5.4132	1.0500
36	0.1067	2.5000	80	6.0417	1.0500
37	0.1117	2.5000	81	6.7617	1.0500
38	0.1200	2.5000	82	7.5145	1.0500
39	0.1284	2.5000	83	8.3304	1.0500
40	0.1376	2.5000	84	9.2413	1.0500
41	0.1492	2.4300	85	10.2754	1.0500
42	0.1634	2.3600	86	11.4349	1.0500
43	0.1793	2.2900	87	12.7150	1.0500
44	0.1993	2.2200	88	14.1052	1.0500
45	0.2211	2.1500	89	15.5935	1.0500
46	0.2419	2.0900	90	17.1705	1.0500
47	0.2645	2.0300	91	18.6733	1.0400
48	0.2779	1.9700	92	20.2654	1.0300
49	0.2938	1.9100	93	21.9737	1.0200
50	0.3138	1.8500	94	23.8121	1.0100
51	0.3389	1.7800	95	25.7927	1.0000
52	0.3732	1.7100	96	27.6414	1.0000
53	0.4117	1.6400	97	29.6537	1.0000
54	0.4594	1.5700	98	31.8509	1.0000
55	0.5156	1.5000	99	34.2595	1.0000
56	0.5751	1.4600	100	36.9086	1.0000
57	0.6389	1.4200	101	39.0636	1.0000
58	0.6917	1.3800	102	41.4176	1.0000
59	0.7522	1.3400	103	43.9954	1.0000
60	0.8254	1.3000	104	46.8241	1.0000
61	0.9162	1.2800	105	49.9370	1.0000
62	1.0266	1.2600	106	53.3732	1.0000
63	1.1497	1.2400	107	57.1846	1.0000
64	1.2789	1.2200	108	61.4290	1.0000
65	1.4151	1.2000	109	66.1820	1.0000
66	1.5523	1.1900	110	71.5388	1.0000
67	1.6897	1.1800	111	77.6268	1.0000
68	1.8393	1.1700	112	83.3333	1.0000
69	1.9916	1.1600	113	83.3333	1.0000
70	2.1732	1.1500	114	83.3333	1.0000
71	2.3766	1.1300	115	83.3333	1.0000
72	2.6482	1.1100	116	83.3333	1.0000
73	2.9318	1.0900	117	83.3333	1.0000
74	3.2301	1.0700	118	83.3333	1.0000
75	3.5614	1.0500	119	83.3333	1.0000
76	3.9235	1.0500	120	83.3333	1.0000
77	4.3457	1.0500	121	0.0000	1.0000
78	4.8401	1.0500			

For attained Age 121 and above, the Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk is 0 and the Minimum Death Benefit Factor is 1.0000.

Maximum Monthly Cost of Insurance Rates are the same for the Base Face Amount and the Supplemental Face Amount and have been adjusted for any applicable Additional Ratings that are applied to the Cost of Insurance Rates as shown in Section 1.

---

### 3. DEFINITIONS

---

Listed below are some terms that have specific meanings in Your policy. Please refer to these definitions as You read Your policy. Other terms may be defined in the body of Your policy.

**Additional Rating** means an increase in the Cost of Insurance that is applied when a Life Insured does not meet, at a minimum, Our underwriting requirements for the Standard Risk Classification.

**Adjusted Segment Crediting Balance** means, on the Segment Maturity Date, the Initial Segment Balance less amounts deducted during the Segment Term for all Monthly Deductions, withdrawals, and any other deductions. For purposes of this calculation, each deduction is first multiplied by the ratio of the number of months remaining in the Segment Term after the date of the deduction divided by the number of months in the entire Segment Term.

**Age** means, on any Policy Anniversary, the age of the person in question at his or her birthday nearest that date.

**Annual Processing Date** means every 12th Processing Date starting with the Processing Date next after the Policy Date.

**Business Day** means any day that We are open for business and the New York Stock Exchange is open for trading. We will deem each Business Day to end at the close of regularly scheduled trading of the New York Stock Exchange (currently 4:00 p.m. Eastern Time) on that day.

**Cash Surrender Value** means the Policy Value less the Surrender Charge.

**Closing Value** means a value of the Index at the end of a Business Day. If the date prior to a Segment Initiation Date or a Segment Maturity Date is not a Business Day, the Closing Value will be the value of the Index on the close of the previous Business Day.

**Guaranteed Interest Account** means that part of the Policy Value, not in the Index Appreciation Account or the Loan Account, that receives a declared rate of interest.

**Index** means the external index for each Indexed Account as shown in Section 1. If this Index is discontinued, or if We are unable to use it for reasons beyond Our control, We will substitute a successor index of Our choosing. In such case We will notify You of the change at Your last known address.

**Indexed Account** means one of the accounts included within the Index Appreciation Account. Each Indexed Account is composed of one or more Segments plus amounts allocated to the Indexed Account not yet designated to a Segment. New Segments are created on a Segment Initiation Date, and mature at the end of the Segment Term, on the Segment Maturity Date. Indexed Accounts are shown in Section 1.

**Index Appreciation Account** means the portion of the Policy Value consisting of the sum of values in the Indexed Accounts.

**Index Change** means the percentage change in the value of the Index over the Segment Term. It is equal to (b) minus (a), the result divided by (a), expressed as a percentage, where:

- a) is the Closing Value of the Index on the Business Day prior to the Segment Initiation Date; and
- b) is the Closing Value of the Index on a Segment Maturity Date.

**Index Loan Principal** means the lien against the Index Appreciation Account due to a policy loan.

**Index Segment Interest Credit** means any interest that will be credited to the Segment Balance on the Segment Maturity Date. See Section 1 and Section 16 for details.

**Initial Segment Balance** means the Segment Balance on a Segment Initiation Date.

**In Force** means that the policy has not terminated in accordance with Sections 9, 10, or 11, or been surrendered in accordance with Section 20.

**Issue Date** means the date shown in Section 1 of this policy from which the Suicide and Incontestability provisions are applied.

**Loan Account** means that part of the Policy Value that reflects amounts transferred from the Guaranteed Interest Account or the Index Appreciation Account as collateral for a policy loan as described in Section 19.

---

### 3. DEFINITIONS (continued)

---

**Lock In Date** means the date before which any new premium and Written Requests for allocation or transfer to the Index Appreciation Account must be received by Us in order to be included in the determination of an Initial Segment Balance for a new Segment. The Lock In Date is shown in Section 1.

**Lock Out Period** means a period during which a restriction is imposed upon the creation of new Segments as described in Section 20. The Lock Out Period commences on the date of a withdrawal, that is not a Systematic Withdrawal, from a Segment of any Indexed Account prior to the Segment Maturity Date. The duration of the Lock Out Period is as shown in Section 1.

**Minimum Initial Premium** means the minimum premium needed to put the policy in force when the Issue Date is on or before the Policy Date as shown in Section 1.

**Net Amount at Risk** is an amount used for the purpose of calculating the Cost of Insurance charges as described in Section 14.

**Net Cash Surrender Value** means the Cash Surrender Value less the Policy Debt.

**Net Policy Value** means the Policy Value less the Policy Debt.

**Net Premium** means the gross premium paid less any Premium Charge.

**Partial Surrender Charge Decrease Exemption** means the percentage of the Base Face Amount at Issue as shown in Section 1 in the Table of Values. This percentage is set at issue of the policy. This exemption applies to cumulative decreases in the Base Face Amount of insurance. Once cumulative decreases exceed this exemption, applicable Surrender Charges will apply. The exemption is not applicable to and has no effect on a full surrender of the policy or Net Cash Surrender Value withdrawals.

**Participation Rate** means the percentage of the Index Change that is used to calculate the Index Segment Interest Credit, if any, for each Segment of an Indexed Account. The guaranteed Participation Percentage is shown for each Indexed Account in Section 1.

**Planned Premium** means the premium that is stated in the application for the policy which is intended to be paid on a regular modal basis. It is shown in Section 1.

**Policy Date** means the date from which charges for the first Monthly Deductions are calculated. The Policy Date is shown in Section 1. Policy Years, Policy Months and Policy Anniversaries are determined from the Policy Date.

**Policy Debt** means as of any date (a) plus (b) plus (c), minus (d), where:

- (a) is the total amount of loans borrowed as of such date;
- (b) is the total amount of any unpaid loan interest charges borrowed against the policy on a Policy Anniversary;
- (c) is any interest charges accrued from the last Policy Anniversary to the current date; and
- (d) is the total amount of loan repayments as of such date.

**Policy Value** means the sum of the values in the Loan Account, the Index Appreciation Account, and the Guaranteed Interest Account.

**Policy Year** means (a) or (b) below, whichever is applicable.

- (a) The first Policy Year is the period beginning on the Policy Date and ending on the day immediately preceding the first Annual Processing Date.
- (b) Each subsequent Policy Year is the period beginning on an Annual Processing Date and ending on the day immediately preceding the next Annual Processing Date.

**Processing Date** means the first day of a Policy Month. A Policy Month shall begin on the day in each calendar month that corresponds to the day of the calendar month on which the Policy Date occurred. If the Policy Date is the 29th, 30th, or 31st day of a calendar month, then for any calendar month that has fewer days, the first day of the Policy Month will be the last day of such calendar month. If the Processing Date falls on a day other than a Business Day, the Processing Date for that Policy Month will be the next Business Day. The Policy Date is not a Processing Date.

**Segment** means a portion of an Indexed Account in the Index Appreciation Account with a unique Segment Term.

**Segment Balance** means the portion of Policy Value attributed to a particular Segment of an Indexed Account in the Index Appreciation Account on a given date.

---

### 3. DEFINITIONS (continued)

---

**Segment Cap Rate** means the maximum rate used in calculating any Index Segment Interest Credit for an applicable Indexed Account. We will set the Segment Cap Rate for a new Segment no later than three Business Days before the Segment Initiation Date. Once set by Us, the Segment Cap Rate for a Segment will not change during the Segment Term. The Segment Cap Rate will never be less than the Segment Minimum Cap Rate shown in Section 1.

**Segment Floor Rate** means the minimum rate used in calculating any Index Segment Interest Credit. The Segment Floor Rate for each Indexed Account is shown in Section 1.

**Segment Growth Rate** means the rate of interest applied in the formula shown in Section 1, to calculate the applicable Index Segment Interest Credit.

**Segment Initiation Date** means the first day of a Segment Term. The Segment Initiation Date for each Indexed Account is shown in Section 1.

**Segment Maturity Date** means the last day of a Segment Term. The Segment Proceeds are computed on the Segment Maturity Date.

**Segment Proceeds** means, for each Segment, the Segment Balance at the end of the day on the Segment Maturity Date plus any Index Segment Interest Credit.

**Segment Term** means the period of time a Segment exists from the Segment Initiation Date to the Segment Maturity Date. The Segment Term for each Indexed Account is shown in Section 1.

**Segment Threshold Rate** means a rate used in calculating any Index Segment Interest Credit for an applicable Indexed Account. We will set the Segment Threshold Rate for a new Segment no later than three Business Days before the Segment Initiation Date. Once set by Us, the Segment Threshold Rate will not change during the Segment Term for the Segment to which it applies. The Segment Threshold Rate will never be more than the Segment Maximum Threshold Rate shown in Section 1.

**Service Office** means the office that We designate to service this policy as shown on the back cover of Your policy.

**Surrender Charge Period** means the period beginning on the Policy Date during which We will assess Surrender Charges under the following conditions:

- (a) You surrender the policy;
- (b) You request a decrease in the Base Face Amount which exceeds the Partial Surrender Charge Decrease Exemption;
- (c) You make a withdrawal that reduces the Base Face Amount; or
- (d) the policy terminates due to default.

The Surrender Charge Period is shown in Section 1.

**Surrender Date** means the end of the Business Day on which We receive at Our Service Office Your Written Request for full surrender of the policy.

**Systematic Withdrawal** means a withdrawal or a series of (more than one) periodic withdrawals prescheduled with a defined start date, and either a defined end date or continuation until Written Request is given to terminate the schedule. If a scheduled Systematic Withdrawal is cancelled after the schedule has begun, then any remaining withdrawals scheduled will also be cancelled.

**We, Us, and Our** refer only to the Company.

**Written Request** means Your request to Us which must be in a form satisfactory to Us, signed and dated by You, and filed at Our Service Office; or, if permitted by Our administrative practices, an electronic mail message ("e-mail") received by Us at the internet address specified by Us for receipt of such messages.

**You and Your** refer only to the Owner of this policy.

---

### 4. QUALIFICATION AS LIFE INSURANCE

---

It is intended that this policy comply with Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, so that, notwithstanding any other provisions of the policy to the contrary, it will be considered as life insurance for federal income tax purposes. We reserve the right to make any reasonable adjustments to the terms or conditions of this policy if it becomes necessary to allow it to qualify as life insurance. This provision should not be construed to guarantee that this policy will receive tax treatment as life insurance or that the tax treatment of life insurance will never be changed by the future actions of any tax authority. One of the following tax qualification tests will apply to the policy. The test You elected is shown in Section 1. Your election cannot be changed after issue.

---

## **4. QUALIFICATION AS LIFE INSURANCE** (continued)

---

### **Guideline Premium Test**

Under this test, if at any time the premiums received under the policy exceed the amount allowable for such tax qualification, such excess amount shall be removed from the policy as of the date of its payment, together with interest thereon from such date, and any appropriate adjustment in the Death Benefit shall be made as of such date. This excess amount shall be refunded to You no later than 60 days after the end of the applicable Policy Year. If this excess amount is not refunded by then, the Total Face Amount under the policy shall be increased retroactively so that at no time is the Death Benefit ever less than the amount necessary to ensure or maintain such tax qualification. In no event, however, will We refuse to accept any premium necessary to prevent the policy from terminating but only if such premium payment would result in a zero Policy Value at the end of the Policy Year. In addition, the Minimum Death Benefit, as described in Section 6, must be maintained.

### **Cash Value Accumulation Test**

Under this test, the Minimum Death Benefit, as described in Section 6, must be maintained.

### **Effect on Life Insurance Qualification Tests**

A change in Death Benefit Option or Total Face Amount, or certain other policy changes, will often change the policy's limits under the Life Insurance Qualification Test that You elected.

We reserve the right to refuse or limit any request for a change if the change would cause the policy to fail to qualify as life insurance for tax purposes.

---

## **5. TOTAL FACE AMOUNT**

---

The Total Face Amount is made up of two components: (i) the Base Face Amount, and (ii) any Supplemental Face Amount. The Minimum Base Face Amount and the Minimum Total Face Amount limits are shown in Section 1. Scheduled increases in any Supplemental Face Amount are elected on the application and if approved, these amounts, when they are to become effective and the Maximum Increasing Supplemental Face Amount will be shown in Section 1. If You later request to cancel a scheduled increase, or request a decrease in Your Supplemental Face Amount, that request will be honored but all scheduled increases for subsequent policy years will cease. You may not increase Your Base Face Amount of insurance under this policy.

### **Unscheduled Increases in Supplemental Face Amount**

After the first Policy Year, while the Life Insured is alive and the policy is in force, unscheduled increases to the Supplemental Face Amount may be requested in writing. We reserve the right to limit the maximum and minimum amount of such increases. The increases are subject to Our approval in accordance with Our normal underwriting practices, including evidence of insurability. Any increase will be effective on the next Annual Processing Date after Our approval, at which time We may require a premium payment for the increase. When a requested increase becomes effective, and if required by Our then current rules, a change in future Planned Premiums will automatically be affected to comply with those rules. If there is any remaining No-Lapse Guarantee Period for the Base Face Amount it will be reduced to correspond to the remaining No-Lapse Guarantee Period for the Supplemental Face Amount.

### **Reduction of Total Face Amount**

You may request a reduction in Total Face Amount any time after the first Policy Year while this policy is in force. The Minimum Total Face Amount Decrease is shown in Section 1. Any reduction in the Total Face Amount generally will be implemented by first reducing any Supplemental Face Amount, although We reserve the right to allow a reduction in Base Face Amount first. If there is a reduction in Base Face Amount, a Surrender Charge may be deducted from the Policy Value. This charge will be equal to a proportionate part of the Surrender Charge that would have applied if the policy had been surrendered on the date the reduction in Base Face Amount takes effect. The proportion will be equal to the amount of the reduction in Base Face Amount which exceeds the Partial Surrender Charge Decrease Exemption divided by the amount of Base Face Amount in effect immediately before the reduction, less any applicable Partial Surrender Charge Decrease Exemption. This charge will also apply if a withdrawal, as described in Section 20, results in a reduction in Base Face Amount. Without Our prior approval, the Base Face Amount cannot be reduced below the minimum as shown in Section 1. Any reduction in Supplemental Face Amount or Base Face Amount will be effective on the next Processing Date after Our approval.

---

## 6. INSURANCE BENEFIT

---

If the Life Insured dies while the policy is in force, We will pay the Insurance Benefit upon receipt of due proof of death of the Life Insured, subject to any applicable provisions of the policy. If the Life Insured dies on or after the date We receive a request from You to surrender the policy, no Insurance Benefit will be paid. We will pay the amount payable under the Surrenders and Withdrawals provision instead.

### Insurance Benefit

If the Life Insured dies during a Grace Period, the Policy Value used in the calculation of the Death Benefit will be the Policy Value as of the date of death of the Life Insured and the Insurance Benefit will be reduced by any outstanding Monthly Deductions due.

The Insurance Benefit payable is the greater of (a) or (b), where:

- (a) is the Minimum Death Benefit as described below minus any outstanding Policy Debt at the date of death; and
- (b) is an amount equal to (i) plus (ii) minus (iii); where:
  - (i) is the Death Benefit as described below;
  - (ii) is any amount payable under any supplementary benefit riders as a result of the Life Insured's death that form part of the policy;
  - (iii) is any outstanding Policy Debt at the date of death.

No amount of Index Segment Interest Credit will be credited if the Life Insured dies prior to a Segment Maturity Date.

### Death Benefit

The Death Benefit will depend on whether Option 1 or Option 2 is in effect on the date of the Life Insured's death.

### Death Benefit Options

Under Option 1, the Death Benefit is equal to the Total Face Amount at the date of death of the Life Insured. Under Option 2, the Death Benefit is equal to the Total Face Amount at the date of death of the Life Insured plus the Policy Value at the date of death of the Life Insured.

If any withdrawals are made, the Death Benefit, whether Option 1 or Option 2 is in effect, will be less than it would have been if no withdrawals were made. Withdrawals reduce the Death Benefit by reducing:

- (a) the Total Face Amount if Option 1 is in effect, as specified in Section 20; or
- (b) the Policy Value if Option 2 is in effect.

### Change of Death Benefit Options

You may request in writing to change Your Death Benefit Option from Option 2 to Option 1 at any time after the first Policy Year, while the policy is in force. The change will be effective on the next Processing Date following the date We approve the request, and the Total Face Amount after the change will be equal to the Total Face Amount immediately before the change plus the Policy Value as of the effective date of the change. Any increase to the Total Face Amount is effectuated by adding additional Supplemental Face Amount coverage to the policy. You may not change Your Death Benefit Option from Option 1 to Option 2.

### Minimum Death Benefit

The sum of the Death Benefit as described above and the benefit payable upon the death of the Life Insured under any supplementary benefit riders will never be less than the Minimum Death Benefit. The Minimum Death Benefit is equal to the Minimum Death Benefit Factor for the Age of the Life Insured multiplied by the greater of the policy value or the cash surrender value as defined in Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, on the date of death of the Life Insured. The Minimum Death Benefit Factors are shown in Section 2. However, at no time will the Minimum Death Benefit be less than the amount required to maintain qualification of this policy as a life insurance contract for federal income tax purposes. If You elect the Cash Value Accumulation Test as the life insurance qualification test, We reserve the right to modify the Minimum Death Benefit Factors shown in Section 2, retroactively if necessary, to maintain qualification of this policy as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of this policy to the contrary.



---

## **6. INSURANCE BENEFIT** (continued)

---

To the extent that the Net Amount at Risk associated with the Minimum Death Benefit that results from this calculation exceeds Our guidelines and limitations that may be in effect, We reserve the right to:

- (a) distribute to You a portion of the Policy Value such that the Net Amount at Risk associated with the resulting Minimum Death Benefit does not exceed Our guidelines and limitations in effect; or
- (b) if We should decide to accept the additional death benefit, it will be subject to Our normal underwriting practices including evidence of insurability.

---

## **7. INTEREST ON PROCEEDS**

---

We will pay interest on the Insurance Benefit proceeds as stipulated by the state. If the state does not specify the interest rate, We will use the rate for insurance benefits left on deposit with Us.

---

## **8. PREMIUMS**

---

The Minimum Initial Premium is shown in Section 1. No insurance will take effect under this policy until Our underwriters approve issuance of this policy and the conditions specified in the application form have been satisfied, including receipt of at least the Minimum Initial Premium at Our Service Office. In the event the Issue Date is later than the Policy Date, the Minimum Initial Premium due will be the Minimum Initial Premium shown in Section 1, plus an additional amount which is equal to the Minimum Initial Premium multiplied by the number of intervening Processing Dates.

Subsequent premiums can be paid at any time at Our Service Office, and in any amount subject to the limits described below. We reserve the right to limit the dollar amount of any premiums paid. On request, We will give You a receipt signed by one of Our officers.

If coverage under the policy takes effect in accordance with the provisions of the application, We will process any premium payment as of the end of the Business Day the payment is received at Our Service Office, subject to the limitations of the life insurance qualification test elected by You and to Our maximum limits then in effect, unless one of the following exceptions applies.

- (a) We will process a payment received prior to the Policy Date as if received on the Policy Date.
- (b) We will process the portion of any premium payment for which We require evidence of the Life Insured's continued insurability on the first Business Day after We have received such evidence and found it satisfactory to Us.
- (c) If Our receipt of any premium payment (or portion thereof) would cause the policy not to qualify as a "life insurance contract" under the federal income tax laws, We will not process such payment or portion. However, in the case of certain other tax situations, We will process the payment (or portion thereof) on the first Business Day after We have received satisfactory written instructions from You.

You may pay premiums until the Life Insured reaches Age 121, at which time Monthly Deductions cease and no further premiums may then be paid as described in Section 13.

If any premium payment would result in the Minimum Death Benefit exceeding the Total Face Amount, We reserve the right to either refund the premium or to require additional underwriting, including evidence of insurability, for any increase in the Minimum Death Benefit.

### **Continuation of Insurance Upon Discontinuance of Premium Payments**

If You discontinue paying premiums, We will continue taking the Monthly Deductions from the Policy Value. Your insurance coverage will continue subject to the No-Lapse Guarantee, Grace Period, and Policy Termination provisions in Sections 9, 10 and 11.

---

## **9. NO-LAPSE GUARANTEE**

---

Your policy includes a No-Lapse Guarantee. The No-Lapse Guarantee Periods applicable to the Base Face Amount and to any Supplemental Face Amount are shown in the Table of Values in Section 1. During Your No-Lapse Guarantee Period, if the Net Cash Surrender Value falls to zero or below, any coverages subject to a No-Lapse Guarantee Period will not go into default provided the No-Lapse Guarantee Cumulative Premium Test is satisfied. However, this benefit will not prevent Your policy from going into default if the Policy Debt is greater than zero and exceeds the Policy Value.

---

## **9. NO-LAPSE GUARANTEE** (continued)

---

### **No-Lapse Guarantee Cumulative Premium Test**

The test will be performed on any Processing Date that Your policy would otherwise be in default in the absence of the No-Lapse Guarantee. Your policy will satisfy the test if the sum of the premiums received, less any Policy Debt, and less any withdrawals taken on or before the date of the test, is equal to or greater than the sum of the monthly No-Lapse Guarantee Premiums due from the Policy Date to the date of the test. The No-Lapse Guarantee Premium is shown as an annualized amount under Premiums at Issue in Section 1. The monthly No-Lapse Guarantee Premium is one twelfth of this annualized amount.

The No-Lapse Guarantee Premium may change if any of the following changes occur under Your policy:

- (a) a supplementary benefit rider is added, terminated or changed (including any change in its cost or the expiration thereof);
- (b) the Death Benefit Option is changed;
- (c) a decrease in the Base Face Amount;
- (d) an unscheduled decrease or increase in any Supplemental Face Amount; or
- (e) a change in the Life Insured's Risk Classification or if applicable, Additional Rating.

We will inform You of any change to the No-Lapse Guarantee Premium resulting from any such change. The revised No-Lapse Guarantee Premium will be effective from the date of the change. For the purpose of performing the No-Lapse Guarantee Cumulative Premium Test, We will use the No-Lapse Guarantee Premium in effect as of the Policy Date up to the date of the change, including any revised premium in effect as of the date of a prior change.

During the No-Lapse Guarantee Period, the Policy Value, Cash Surrender Value, and Net Cash Surrender Value will continue to be determined as provided in Sections 3 and 14. At the end of the No-Lapse Guarantee Period, the Net Cash Surrender Value may be insufficient to keep this policy in force and an additional payment may be required to keep this policy and coverage in force. In the event the Policy Value at the end of the No-Lapse Guarantee Period is negative and the No-Lapse Guarantee Cumulative Premium Test has been satisfied, the Company will set the Policy Value equal to zero.

---

## **10. GRACE PERIOD**

---

### **Default**

Subject to the No-Lapse Guarantee feature of the policy, the policy and any supplementary benefit riders will go into default if, at the beginning of any Policy Month, the Net Cash Surrender Value is less than or equal to zero after We take the Monthly Deduction that is due for that month.

### **Grace Period Duration**

We will allow 61 days from the date the policy goes into default for You to pay the amount that is required to bring the policy out of default. At least 30 days prior to termination of coverage, We will send notice to Your last known address, specifying the amount You must pay to bring the policy out of default. If We have notice of a policy assignment on file at Our Service Office, We will also mail a copy of the notice of the amount due to the assignee on record.

### **Default Payment**

The amount required to bring the policy out of default, referred to as the Default Payment, is equal to (a) plus (b) plus (c), where:

- (a) is the amount necessary to bring the Net Cash Surrender Value to zero if it is less than zero, at the date of default;
- (b) is an amount equal to three times the Monthly Deduction due on the date of default;
- (c) is the applicable Premium Charge.

When payment is received, any charges which are past due and unpaid will be immediately deducted from the Policy Value. If a premium payment at least equal to the Default Payment has not been paid by the end of the Grace Period, the policy will terminate. Upon termination of the policy, the remaining Net Cash Surrender Value, if any, will be paid to the Owner. If the Life Insured dies during the Grace Period, then We will deduct from the Insurance Benefit proceeds all Monthly Deductions due and unpaid as of the date of the Life Insured's death. No Insurance Benefit under the policy or any supplementary benefit riders will be in effect after the policy terminates.

---

## 10. GRACE PERIOD (continued)

---

### No-Lapse Guarantee

If the policy is in the No-Lapse Guarantee Period, the No-Lapse Guarantee Cumulative Premium Test has been met, and the Policy Debt does not exceed the Policy Value, then one of the following will apply.

- (a) During the Supplemental Face Amount No-Lapse Guarantee Period shown in Section 1, the Base Face Amount, any Supplemental Face Amount, and any supplementary benefit riders will remain in effect.
- (b) For the remainder of the No-Lapse Guarantee Period, if any (see Section 1 for the duration of the No-Lapse Guarantee Period), the Base Face Amount will remain in effect, but any Supplemental Face Amount and any supplementary benefit riders (unless otherwise stated therein) will be subject to termination. The amount required to maintain any Supplemental Face Amount and any applicable supplementary benefit riders is equal to the Default Payment specified above. If a premium payment at least equal to the Default Payment is not received by the end of the Grace Period, then any Supplemental Face Amount, and any supplementary benefit riders (unless otherwise stated therein), will cease to be in effect and will be terminated from the policy.

If the policy is in the No-Lapse Guarantee Period, the No-Lapse Guarantee Cumulative Premium Test has been met, and the Policy Debt exceeds the Policy Value, then one of the following will apply.

- (a) During the Supplemental Face Amount No-Lapse Guarantee Period shown in Section 1 the policy is subject to termination. The amount required to bring the policy out of default is equal to the Default Payment specified above less the Surrender Charge increased by the applicable Premium Charge. If a premium payment at least equal to that amount is not received by the end of the Grace Period the policy will terminate.
- (b) For the remainder of the No-Lapse Guarantee Period, if any (see Section 1 for the duration of the No-Lapse Guarantee Period), the policy is subject to termination. The amount required to bring the Base Face Amount out of default is equal to the Default Payment specified above less the Surrender Charge increased by the applicable Premium Charge, but the amount required to maintain any Supplemental Face Amount and any supplementary benefit riders (unless otherwise stated therein) is equal to the Default Payment specified above. If a premium payment at least equal to the Default Payment is not received by the end of the Grace Period, then any Supplemental Face Amount, and any supplementary benefit riders (unless otherwise stated therein), will cease to be in effect and will be terminated from the policy.

### Failure to Meet No-Lapse Guarantee Cumulative Premium Test

If the policy is in the No-Lapse Guarantee Period, and the No-Lapse Guarantee Cumulative Premium Test has not been met, then the Base Face Amount, any Supplemental Face Amount, and any supplementary benefit riders will go into default, as described above. The Grace Period Duration and Default Payment provisions described above will apply. In lieu of the Default Payment, however, You may pay the shortfall needed to meet the No-Lapse Guarantee Cumulative Premium Test and ensure that the Net Policy Value is not less than zero, in which case one of the following will apply.

- (a) During the Supplemental Face Amount No-Lapse Guarantee Period shown in Section 1 the Base Face Amount, any Supplemental Face Amount, and any supplementary benefit riders will remain in effect.
- (b) For the remainder of the No-Lapse Guarantee Period, if any, the Base Face Amount will remain in effect, but any Supplemental Face Amount and any supplementary benefit riders (unless otherwise stated therein) will terminate as of the end of the Grace Period.

The shortfall will be equal to the greater of (a) or (b), plus (c); where

- (a) is the amount necessary to satisfy the No-Lapse Guarantee Cumulative Premium Test as of the date of default;
- (b) is the amount necessary for the Policy Value to equal or exceed the Policy Debt; and
- (c) is the No-Lapse Guarantee Premium for the next three Policy Months.

---

## 11. POLICY TERMINATION

---

This policy terminates on the earliest of the following events:

- (a) the end of the Grace Period for which We have not received the amount necessary to bring the policy out of default;
- (b) surrender of the policy for its Net Cash Surrender Value; or
- (c) the death of the Life Insured.

---

## 12. REINSTATEMENT

---

If the policy terminates at the end of a Grace Period in which You did not make the Default Payment, the policy may be reinstated within three years from the date of default. The policy cannot be reinstated if it has been surrendered for its Net Cash Surrender Value.

The requirements for reinstatement are as follows:

- (a) We must receive Written Request for reinstatement;
- (b) reinstatement is subject to Our normal underwriting practices including evidence of insurability for the Life Insured, and for any insured's covered under any supplementary benefit rider that You wish to reinstate;
- (c) We must receive at Our Service Office a premium equal to the amount that was required to bring the policy out of default immediately prior to termination, plus the amount needed to keep the policy in force for at least the next three Policy Months.

Requirements (b) and (c) must be satisfied within 60 days after the date We receive Written Request for reinstatement.

If We approve Your request,

- (a) the reinstatement date will be the date We receive the required payment at Our Service Office;
- (b) the Base Face Amount and any Supplemental Face Amount will be reinstated to the same amounts as they were on the date the policy terminated;
- (c) any Surrender Charge will be reinstated to the amount it was at the date of default;
- (d) the remaining Surrender Charge Period, if any, will be the same as on the date of default;
- (e) the Policy Value on the date of reinstatement, prior to the crediting of any Net Premium paid on the reinstatement, will be equal to the Policy Value on the date the policy terminated;
- (f) at reinstatement, Your Policy Value as well as the Net Premium received, will be allocated to the Guaranteed Interest Account and the Index Appreciation Account according to Your current premium allocation instructions. Policy Value allocated to the Index Appreciation Account will create new Segments on the next Segment Initiation Date;
- (g) any remaining No-Lapse Guarantee Period will be reinstated with the policy, as measured from the Policy Date; and
- (h) any outstanding Policy Debt will be equal to the amount at termination of the policy. However, You have the right at time of reinstatement to repay or reinstate any outstanding Policy Debt.

If a Schedule of Supplemental Face Amounts is shown in Section 1 which includes increases that would have otherwise become effective except for this policy having been terminated after being in default, such increases in Supplemental Face Amount will be effective on the next Annual Processing Date after the reinstatement date.

The Suicide and Incontestability provisions will apply from the effective date of reinstatement. If the policy has been in force for two years during the lifetime of the Life Insured, it will be contestable only as to statements made in the reinstatement application.

---

## 13. COVERAGE AT AND AFTER AGE 121

---

Provided the policy is in force at the Life Insured's Age 121, We will continue the policy in force thereafter subject to the stipulations stated below.

### **At and After Age 121**

We will not accept any further premium payments and We will cease to take Monthly Deductions for charges listed in Section 1.

We will continue to credit applicable interest.

Loan interest will continue to be charged if there is an outstanding loan. Loan repayments will be accepted.

The policy will go into default at any time the Policy Debt exceeds the Policy Value, and Section 10 and Section 19 will apply.

Any Supplemental Face Amount will be terminated, thereby reducing the Death Benefit by such amount. Apart from this change, the Death Benefit will be determined as specified in Section 6.

New loans will be allowed.

Withdrawals will be allowed.

---

## 14. POLICY VALUE

---

This is a flexible premium universal life insurance policy with an optional feature linking interest earned to an outside Index. The Index for each Indexed Account of the Index Appreciation Account is shown in Section 1. All Net Premiums are initially allocated to the Guaranteed Interest Account and the Index Appreciation Account, as applicable, according to Your instructions. A Loan Account is created for any amounts transferred from the Guaranteed Interest Account or the Index Appreciation Account as collateral for loans. The Policy Value at any time is equal to the sum of the values You have in the Loan Account, the Guaranteed Interest Account, and the Index Appreciation Account. Descriptions of the Guaranteed Interest Account, Index Appreciation Account and the Loan Account can be found in Section 15, Section 16 and Section 17 below.

### **Net Premiums Added**

When We receive Your premium payments at Our Service Office, We deduct a Premium Charge which will not exceed the amount shown in Section 1, and then allocate the balance remaining (the Net Premium) to the Guaranteed Interest Account and the Index Appreciation Account, as applicable, on that Business Day. The Net Premium is added to the Policy Value before We take any deductions due on that date. For any premiums received before the Policy Date, We will add the Net Premium to Your Policy Value on the Policy Date.

Allocation of the initial premium payment and any subsequent premium payments will be in accordance with the Allocations provision of Section 18.

While a loan exists, We will treat the amounts You pay as premiums unless You submit to Us a Written Request that they be treated as loan repayments; in which case We will first deduct from such payments the amount of accrued interest on loans and then deduct the amount specified as a loan repayment before returning any remaining payment to You.

### **Monthly Deductions**

A deduction is due and will be taken from Your Policy Value as of the Policy Date and as of each applicable subsequent Processing Date, including during a Grace Period. Monthly Deductions are calculated from the Policy Date. If, at Your request, We set the Policy Date to a date which precedes the date on which We receive the initial premium, Monthly Deductions due for the period prior to receipt of the initial premium will be taken on the date We receive the initial premium.

We will take Monthly Deductions from the Guaranteed Interest Account and from each Indexed Account under the Index Appreciation Account in the same proportion that the Policy Value in each of the accounts bears to the total Policy Value immediately prior to the deduction. For the portion deducted from each Indexed Account of the Index Appreciation Account, We will take that part of the Monthly Deduction from each Segment of the Indexed Account and amounts allocated to the Indexed Account not yet designated to a Segment in the same proportion those Segments and amounts not yet designated to a Segment bear to the total portion of the Policy Value in the Indexed Account immediately prior to the deduction.

Monthly Deductions are due until the Policy Anniversary on which the Life Insured reaches Age 121, at which time We will cease to take any further Monthly Deductions as described in Section 13.

The Monthly Deduction for any Policy Month that will be deducted from Your Policy Value consists of charges (a) through (d) listed below, where:

- (a) is the Base Face Amount Charge, if any;
- (b) is the Administrative Charge;
- (c) is the sum of the charges for supplementary benefit riders which are part of the policy, if any, provided such charges are deducted from the Policy Value and are not part of the Cost of Insurance Charge; and
- (d) is the Cost of Insurance Charge, as described below.

### **Cost of Insurance Charge**

The rates for the Cost of Insurance Charge are based on the Life Insured's sex, (if issued on a sex distinct basis), Age, Risk Classification, duration that the coverage has been in force and any supplementary benefit riders, if applicable.

The Cost of Insurance Charge for a specific Policy Month is the charge for the Net Amount at Risk, including any Additional Ratings and any supplementary benefit riders which are part of the policy, where charges are deducted from the Policy Value and are based on the Net Amount at Risk. The charge for the Net Amount at Risk is an amount equal to the per dollar cost of insurance rate for that month multiplied by the Net Amount at Risk. The Cost of Insurance rate will be based on Our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Monthly Cost of Insurance Rates at any age are shown in Section 2 as a rate per \$1,000 of Net Amount at Risk. To get the maximum rate per dollar, the rate shown must be divided by 1,000. Each Cost of Insurance Charge is deducted in advance of the applicable insurance coverage for which We are at risk.

---

## 14. POLICY VALUE (continued)

---

The Cost of Insurance calculation will reflect any adjustment for the Minimum Death Benefit.

Periodically, We review Our Cost of Insurance rates and may re-determine Cost of Insurance rates at that time on a basis that does not discriminate unfairly within any class of lives insured. These rates, however, will never exceed the Maximum Monthly Cost of Insurance Rates shown in Section 2.

### Net Amount at Risk

The Net Amount at Risk is the amount determined by subtracting (a) from the greater of (b) or (c), where:

- (a) is the Policy Value at the end of the immediately preceding Business Day less all charges due on the Policy Date or subsequent Processing Date, as applicable;
- (b) is the Total Face Amount divided by the Death Benefit Discount Factor shown in Section 1, plus the Policy Value for policies electing Death Benefit Option 2; and
- (c) is the amount defined in (a) multiplied by the applicable Minimum Death Benefit Factor as shown in Section 2 for the Life Insured's Age.

If this policy includes a death benefit payable under any supplementary benefit riders which are part of this policy, where charges are deducted from the Policy Value and are based on the Net Amount at Risk, the cost of insurance charge for this death benefit is the monthly cost of insurance rate for this benefit, multiplied by the sum of (a) and (b), where:

- (a) is the amount of the death benefit coverage, divided by the Death Benefit Discount Factor shown in Section 1 of the policy, minus the amount by which the Policy Value exceeds the Total Face Amount of the policy divided by the Death Benefit Discount Factor, if any; and
- (b) is the amount by which the Minimum Death Benefit exceeds the sum of the Total Face Amount and the death benefit coverage under such supplementary benefit rider divided by the Death Benefit Discount Factor, if any.

### Other Deductions

We will deduct a Surrender Charge, as detailed in Section 5 and Section 20, if during the Surrender Charge Period:

- (a) You surrender this policy for its Net Cash Surrender Value;
- (b) You make a partial withdrawal of the Net Cash Surrender Value;
- (c) You request reductions in the Base Face Amount that exceed the Partial Surrender Charge Decrease Exemption;
- (d) You do not pay an amount due at the end of the Grace Period as described in Section 10, and Your policy terminates.

### Cumulative Guarantee

This policy provides for the Cumulative Guaranteed Interest Rate as shown in Section 1. The application of the Cumulative Guaranteed Interest Rate may increase the amount of the Insurance Benefit and the Cash Surrender Value available under the policy as described in the following paragraph, but does not increase the amount available for withdrawals or loans, nor does it affect the amount available for transfers or allocations described in Section 18.

For purposes of calculating the Insurance Benefit and the Cash Surrender Value, the Policy Value used will be the greater of (a) and (b), where:

- (a) is the Policy Value determined as described above in this Section 14; and
- (b) is the Policy Value determined using an alternative method, where:
  - (i) net premiums would be accumulated at interest in the manner applicable to amounts accumulated in the Guaranteed Interest Account;
  - (ii) Monthly Deductions and withdrawals, including any applicable charges, would be made from the amount accumulated in (i) above in the manner applicable to the Guaranteed Interest Account; and
  - (iii) the rate of interest credited to the amount accumulated in (i) above would be the Cumulative Guaranteed Interest Rate as shown in Section 1.

---

## 15. GUARANTEED INTEREST ACCOUNT

---

The Guaranteed Interest Account is that part of the Policy Value, not in the Index Appreciation Account or the Loan Account, that receives a declared rate of interest.

### Guaranteed Interest Account

The portion of the Policy Value in the Guaranteed Interest Account at any time equals:

- (a) the portion of Net Premiums allocated to it; plus
- (b) amounts transferred to it from the Loan Account as a result of loan repayments; plus

---

## **15. GUARANTEED INTEREST ACCOUNT** (continued)

---

- (c) amounts allocated to it from a maturing Segment or received from a cancellation as described in Section 18; plus
- (d) interest credited to it; less
- (e) the portion of Monthly Deductions deducted from it; less
- (f) amounts transferred from it to the Loan Account as a result of loans taken or borrowed loan interest; less
- (g) the portion of withdrawals, including any applicable charges taken from it; less
- (h) amounts transferred from it to the Indexed Accounts of the Index Appreciation Account.

### **Interest**

We will determine the rate or rates of interest to be credited to the Guaranteed Interest Account. Any additional interest will be credited no less frequently than annually. Additional interest is nonforfeitable after crediting. The rate or rates of interest will be determined prospectively and will be based on Our expectations for future investment earnings, persistency, mortality, expense and reinsurance costs and future tax, reserve, and capital requirements, but in no event will the minimum credited interest be less than the Minimum Guaranteed Interest Account Annual Rate shown in Section 1. The rate or rates of interest will be determined on a uniform basis for all policies of the same class, and will be based on Our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions.

---

## **16. INDEX APPRECIATION ACCOUNT**

---

The Index Appreciation Account is that part of the Policy Value allocated to the Indexed Accounts shown in Section 1. Each Indexed Account is composed of one or more Segments and amounts allocated to that Indexed Account not yet designated to a Segment. The Maximum Number of Segments applicable to an Indexed Account at one time is shown in Section 1. Amounts allocated to the Indexed Account not yet designated to a Segment receive daily interest in accordance with Section 15. On the Segment Maturity Date any Index Segment Interest Credit is applied to the Indexed Account. The amount applied is calculated using the Index Segment Interest Credit formula as shown in Section 1.

### **Index Appreciation Account**

The portion of the Policy Value in the Index Appreciation Account at any time equals the sum of the Indexed Account values.

### **Indexed Account**

The portion of the Policy Value in an Indexed Account at any time equals:

- (a) Net Premiums allocated to it; plus
- (b) amounts transferred to it from the Guaranteed Interest Account; plus
- (c) the portion of Segment Proceeds allocated to it from another Indexed Account on a Segment Maturity Date; plus
- (d) any Index Segment Interest Credits added to it; plus
- (e) interest credited to amounts allocated to the Indexed Account not yet designated to a Segment; less
- (f) the portion of the Monthly Deductions subtracted from it; less
- (g) the portion of Segment Proceeds reallocated from it to the Guaranteed Interest Account, Loan Account or another Indexed Account on the Segment Maturity Date; less
- (h) the amounts directed from it to the Guaranteed Interest Account due to a cancellation, as described in Section 18; less
- (i) the portion of withdrawals, and any applicable charges, subtracted from it.

### **Initial Segment Balance**

Segments for an Indexed Account are created on a Segment Initiation Date as shown in Section 1. The Initial Segment Balance for each new Segment of an Indexed Account is equal to:

- (a) the amounts allocated to the corresponding Indexed Account not yet designated to a Segment on the Lock In Date, along with any interest credited to that amount; less
- (b) the portion of Monthly Deductions subtracted from (a) after the Lock In Date; less
- (c) the portion of any withdrawals, and any applicable charges subtracted from (a) after the Lock In Date; plus
- (d) the portion of any Segment Proceeds allocated to that Indexed Account from maturing Segments.

---

## **16. INDEX APPRECIATION ACCOUNT (continued)**

---

Each individual Segment created exists for a specified period of time, known as the Segment Term, and then ceases on the Segment Maturity Date. On the Segment Maturity Date, including during a Grace Period, any Index Segment Interest Credit is calculated and added to the Segment Balance to form the Segment Proceeds. The Segment Proceeds are then allocated according to Your instructions, subject to the restrictions described in Section 18. If no allocation instructions are given, Segment Proceeds are allocated to a new Segment in the same Indexed Account.

### **Segment Balance**

The portion of the Policy Value in an individual Segment at any time equals:

- (a) the Initial Segment Balance; less
- (b) the portion of the Monthly Deductions subtracted from it; less
- (c) the portion of withdrawals, and any applicable charges, subtracted from it.

### **Index Segment Interest Credit**

The portion of the Policy Value in an Indexed Account may increase on a Segment Maturity Date by any Index Segment Interest Credit. Any Index Segment Interest Credit is calculated using the formula for the applicable Indexed Account as shown in Section 1. No Index Segment Interest Credit will be credited if a Policy Termination, as described in Section 11, occurs prior to the end of a Segment Term.

---

## **17. LOAN ACCOUNT**

---

The Loan Account reflects amounts transferred from the Guaranteed Interest Account or the Index Appreciation Account as collateral for a portion of the Policy Debt as described in Section 19.

### **Loan Account**

The amount You have in the Loan Account at any time equals:

- (a) amounts transferred to it from the Guaranteed Interest Account or the Index Appreciation Account for loans or borrowed loan interest; plus
- (b) interest credited to it; less
- (c) amounts transferred from it to the Guaranteed Interest Account for loan repayment.

For details regarding loan processing, see Section 19.

---

## **18. ALLOCATIONS AND TRANSFERS**

---

Both Net Premium and Segment Proceeds allocation instructions are initially elected on Your application for this policy. You may elect to change Your allocation instructions for future premium payments and maturing Segment Proceeds at any time. Changes to those instructions must be made by Written Request.

### **Premium Allocations**

We process Net Premiums as described in Section 14. We will allocate the Net Premiums as instructed to the Guaranteed Interest Account and any Indexed Account of the Index Appreciation Account. Net Premiums received by Us prior to the Lock In Date and allocated to an Indexed Account will be included in the Initial Segment Balance for a new Segment at that Segment Initiation Date. Net Premiums received by Us after a Lock In Date and allocated to an Indexed Account will be included in an Initial Segment Balance for a new Segment on the next following Segment Initiation Date. Any change You request to premium allocation instructions will affect the allocation of future premiums, but not change the allocation of any previous premium payments made. Net Premium allocation instructions are subject to a Lock Out Period following a withdrawal from a Segment as described in Section 20.

### **Segment Proceeds Allocations**

On the Segment Maturity Date maturing Segment Proceeds are allocated to the Guaranteed Interest Account and any Indexed Account of the Index Appreciation Account per Your Segment Proceeds allocation instructions. Indexed Account Segment Proceeds allocation instructions received by Us after the Lock In Date will only apply to Indexed Account Segments maturing on the next following Segment Maturity Date.

### **Transfers to the Index Appreciation Account**

While the policy is in force, a Written Request may be given to Us at any time to transfer portions of Your Policy Value from the Guaranteed Interest Account to any Indexed Accounts of the Index Appreciation Account. Transfers will take effect on the next Business Day, subject to a Lock Out Period following a withdrawal from a Segment as described in Section 20. Amounts transferred to any Indexed Account of the Index Appreciation Account prior to the Lock In Date will be included in the Indexed Account's Initial Segment Balance at that Segment Initiation Date. Amounts transferred to any Indexed Account of the Index Appreciation Account after a Lock In Date will be included in the Initial Segment Balance on the next following Segment Initiation Date. A request to transfer Policy Value may be specified as a dollar amount or a percentage of the Guaranteed Interest Account.



---

## **18. ALLOCATIONS AND TRANSFERS (continued)**

---

### **General Requirements for Allocations and Transfers**

- (a) Written Requests received before a previous request is executed will supersede the earlier request;
- (b) if the balance in the Guaranteed Interest Account is insufficient to cover the full amount of a transfer, then the entire amount in the account will be transferred and the transfer will be considered complete; and
- (c) transfers from the Indexed Accounts of the Index Appreciation Account are not allowed.

We reserve the right to impose additional allocation and transfer requirements which may include, but are not limited to restricting:

- (a) the number and frequency of transfers;
- (b) the methods used to submit allocation and transfer instructions; and
- (c) allocations and transfers to the Indexed Accounts of the Index Appreciation Account.

### **Cancellation**

If there are amounts allocated or transferred to an Indexed Account that have not yet been designated to a Segment, You may submit a Written Request no later than the Lock In Date to cancel those allocations or transfers. A cancellation will result in a direction of those amounts to the Guaranteed Interest Account.

---

## **19. LOANS**

---

At any time while this policy is in force and there is Available Loan Value, You can obtain a loan by Written Request. Each loan must be for at least the Minimum Loan Amount shown in Section 1. Your Policy Value serves as the only security for a loan, and as such, We may require a signed loan document to formalize this agreement. We may defer loans as provided by law and as provided in Section 27. Loans, except those used to pay premiums on this policy, may not be made if the policy is in the Grace Period as described in Section 10. You may repay the Policy Debt in whole or in part at any time prior to the death of the Life Insured and while the policy is in force. Subject to any supplementary benefit rider, endorsement, or other provisions, while a loan exists, We will treat any amounts You pay as premiums, unless You make a Written Request that they be treated as loan repayments.

### **Available Loan Value**

The Available Loan Value on any date will be an amount equal to (i) the Net Cash Surrender Value, less (ii) the Monthly Deductions then being deducted from the Policy Value multiplied by the number of months remaining in the Policy Year, times one minus the rate of the Loan Interest Charged for the Index Loan option.

In no event, however, will the Available Loan Value be less than 90% of the Net Cash Surrender Value. Values will be determined, subject to Section 30, as of the end of the Business Day on which the loan application is received at Our Service Office.

### **Loan Options**

When You request Your first loan, You may choose between a Standard Loan or an Index Loan; each of these loan options is described below. Once selected, You may not change the choice of loan option while any outstanding Policy Debt remains. You may choose an alternate loan option only if You have fully repaid any existing Policy Debt prior to submitting a new loan application. Only the Standard Loan option is available during the first three Policy Years.

### **Standard Loan**

When You take out a loan, or when accrued interest is capitalized under the Standard Loan option, to the extent possible, We first transfer an amount equal to the loan or capitalized interest from the Guaranteed Interest Account to the Loan Account. Amounts We transfer into the Loan Account collateralize the portion of the loan borrowed from the Guaranteed Interest Account.

If the portion of the Policy Value in the Guaranteed Interest Account is insufficient to complete this transfer, then We will next transfer, to the extent possible, an amount equal to the remaining loan request or capitalized interest from any portion of the Index Appreciation Account not yet included in a Segment Balance, to the Loan Account. Should any requested loan or capitalized interest balance remain, We will then increase the balance of the Index Loan Principal by that amount. The collateral for the Index Loan Principal is the Index Appreciation Account.

---

## 19. LOANS (continued)

---

On each Segment Maturity Date when the Index Loan Principal is greater than zero, to the extent possible, We will reduce the Index Loan Principal by transferring to the Loan Account, an amount up to the Index Loan Principal from any portion of Policy Value in the Guaranteed Interest Account, amounts allocated to the Index Appreciation Account not yet designated to a Segment, and any Segment Proceeds. The Index Loan Principal is reduced by the amount of the transfer. After the transfer, any remaining Segment Proceeds are then allocated according to Your Segment Proceeds allocation instructions.

Interest is charged on the Policy Debt and interest is also credited to the Loan Account, as described in the Loan Interest Charged and Loan Interest Credited provisions below. Segments of the Index Appreciation Account continue to earn any Index Segment Interest Credit on the Segment Maturity Date.

### **Standard Loan Repayment**

When You make a loan repayment under the Standard Loan option, We first apply the payment toward any accrued loan interest charges. If any of the payment remains, We then credit it against any existing Index Loan Principal balance. If any of the payment still remains, then We transfer the lesser of the remaining payment and the Loan Account balance from the Loan Account to the Guaranteed Interest Account. Any remaining payment is returned to You.

### **Index Loan**

When You take out a loan, or when loan accrued interest is capitalized under the Index Loan option, We increase the Index Loan Principal by an amount equal to the loan or capitalized interest up to, but not to exceed the portion of the Policy Value in the Index Appreciation Account. The collateral for the Index Loan Principal is the Index Appreciation Account.

If the portion of the Policy Value in the Index Appreciation Account is insufficient to collateralize the entire loan, then We will next transfer an amount equal to the remaining loan request or capitalized interest from the Guaranteed Interest Account to the Loan Account. The collateral for this portion of the loan principal is the Policy Value transferred into the Loan Account from the Guaranteed Interest Account.

Interest is charged on the Policy Debt and interest is also credited to the Loan Account, as described in the Loan Interest Charged and Loan Interest Credited provisions below. Segments of the Index Appreciation Account continue to earn any Index Segment Interest Credit on the Segment Maturity Date.

### **Index Loan Repayment**

When You make a loan repayment under the Index Loan option, We first apply the payment toward any accrued loan interest charges. If any of the payment remains, We then transfer an amount equal to the lesser of that remainder and any balance in the Loan Account, from the Loan Account to the Guaranteed Interest Account. If any of the payment still remains, then We reduce the Index Loan Principal by the lesser of the remaining payment and the Index Loan Principal. Any remaining payment is returned to You.

### **Loan Interest Charged**

The rate of Loan Interest Charged on Policy Debt is variable. We set this rate each year at Your Policy Anniversary and it does not change during the Policy Year.

The Maximum Rate of Loan Interest Charged is the greater of (a) and (b), each as of the calendar month ending two months before the beginning of the month in which Your Policy Anniversary falls, where:

- (a) is the rate of interest credited to the Guaranteed Interest Account plus 1% per annum; and
- (b) is the Moody's Corporate Bond Yield Average-Monthly Average Corporates.

For example, if Your Policy Anniversary is in April; We would use the rates referenced in (a) and (b) above for the month of January in calculating the Maximum Rate of Loan Interest Charged.

We will only adjust the Maximum Rate of Loan Interest Charged if the greater of (a) and (b) above is at least one-half of one percent greater or less than the rate We set for the previous Policy Year. Otherwise, We will leave the Maximum Rate of Loan Interest Charged unchanged for the current Policy Year. Whether You choose the Standard Loan option, or the Index Loan option, the rate of Loan Interest Charged will not in either case exceed the Maximum Rate of Loan Interest Charged. The current rate of Loan Interest Charged may differ depending on whether You elect a Standard Loan or an Index Loan.

Moody's Corporate Bond Yield Average-Monthly Average Corporates referred to above is published in the United States by Moody's Investors Service, Inc. In the event it is no longer published, We will use a similar average published by another United States bond rating agency.

The loan interest accrues daily on all Policy Debt at the applicable rate of Loan Interest Charged, as to both the portion of debt that is collateralized by the Loan Account and the Index Appreciation Account.

Loan interest is payable on each Annual Processing Date and on the date the loan is repaid. Accrued interest may be paid at any time. In the event that You do not pay the Loan Interest Charged in any Policy Year, it will be borrowed against the policy and added to the Policy Debt in arrears on the Annual Processing Date.

---

## **19. LOANS** (continued)

---

We will increase the rate of Loan Interest Charged at any time We determine that the rate being charged would cause a loan to be taxable under any applicable ruling, regulation, or court decision. In such case, We will increase the rate of Loan Interest Charged to a rate that We determine would result in the transaction being treated as a loan under federal tax law.

Loan interest will continue to be charged, as described in Section 13, when Monthly Deductions and premium payments cease at the Life Insured's Age 121.

### **Loan Account Interest Credited**

From time to time We will set the rate of Loan Interest Credited to the Loan Account. When We do so, it will be on a uniform basis for policies of the same class. The rate of Loan Interest Credited to the Loan Account is variable. The Loan Interest Credited accrues daily to amounts in the Loan Account. The minimum rate of Loan Interest Credited to the Loan Account will equal the applicable rate of Loan Interest Charged, based on whether You elect a Standard Loan or an Index Loan, less the Maximum Loan Interest Credited Differential. The difference between the rate of Loan Interest Charged and the rate of Loan Interest Credited to the Loan Account will not exceed the Maximum Loan Interest Credited Differential shown in Section 1.

---

## **20. SURRENDERS AND WITHDRAWALS**

---

### **Surrender of the Policy**

You may surrender this policy upon Written Request for its Net Cash Surrender Value at any date prior to the death of the Life Insured. We will determine the Net Cash Surrender Value on the Surrender Date. We will process the request and pay the Net Cash Surrender Value only if We have not received due proof that the Life Insured died prior to the Surrender Date. After We receive Your Written Request to surrender the policy, no insurance will be in force. If You surrender the policy during the Surrender Charge Period, We will deduct a Surrender Charge from Your Policy Value in calculating the Net Cash Surrender Value. The Surrender Charge and Surrender Charge Period are shown in Section 1.

### **Withdrawals**

Once per Policy Month after the first Policy Anniversary, You may request a withdrawal of part of the Net Cash Surrender Value if available. Withdrawals are subject to the following conditions:

- (a) without Our approval, each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
- (b) after the withdrawal, the remaining Net Cash Surrender Value must be at least equal to three times the Monthly Deductions at the time of the withdrawal;
- (c) We will process the withdrawal, thereby reducing the Policy Value, as of the end of the Business Day on which We receive Your Written Request;
- (d) We will deduct a pro-rata Surrender Charge if the withdrawal occurs during the Surrender Charge Period, and the withdrawal results in a reduction in Base Face Amount;
- (e) We will reduce the amount of the withdrawal if it would otherwise cause the Base Face Amount to fall below the Minimum Base Face Amount shown in Section 1;
- (f) We will reduce the amount of the withdrawal if the amount in all accounts is not sufficient to pay the withdrawal and any pro-rata Surrender Charge;
- (g) We will allocate the deduction of the withdrawal and any pro-rata Surrender Charge first from the Guaranteed Interest Account, then from amounts allocated to the Index Appreciation Account not yet designated to a Segment and then from the Segments of all Indexed Accounts on a pro-rata basis;
- (h) on any date when there is a withdrawal from a Segment of any Indexed Account prior to the Segment Maturity Date that is not a Systematic Withdrawal, a Lock Out Period will begin;
- (i) if a Systematic Withdrawal is cancelled at any time after they have begun, the rest of the scheduled withdrawals will also be cancelled. Subsequent Systematic Withdrawal programs are not allowed to be set up for a twelve month period from the date of the cancellation; and
- (j) Systematic Withdrawals must be set up at least thirty days before the withdrawals are scheduled to begin.

Withdrawals will impact the amount of any Index Segment Interest Credit depending on when they occur, as described in Section 3.

---

## **20. SURRENDERS AND WITHDRAWALS** (continued)

---

If Death Benefit Option 1 is in effect at the time of the withdrawal, the Total Face Amount of the policy will be reduced:

- (a) by the amount of the withdrawal, if at the time of the withdrawal the Death Benefit equals the Total Face Amount; otherwise
- (b) by the amount, if any, by which the withdrawal exceeds the difference between the Minimum Death Benefit and the Total Face Amount, divided by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in the Table of Rates in Section 2.

Withdrawals will reduce the Supplemental Face Amount first, and then the Base Face Amount. We reserve the right to allow a reduction in Base Face Amount prior to fully reducing the Supplemental Face Amount. If the Death Benefit on any given day is equal to the Policy Value times the applicable Minimum Death Benefit Factor, withdrawals on such day will reduce the Death Benefit by the amount withdrawn times the applicable Minimum Death Benefit Factor until the Death Benefit is equal to the Total Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 13, subject to these provisions.

If Death Benefit Option 2 is in effect, an amount equal to any withdrawal will be deducted from the Policy Value. Withdrawals will not affect the Total Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 13.

A withdrawal requested in Policy Year 2 will not be subject to a Surrender Charge to the extent that the proceeds are applied to repay all or a portion of a loan (plus interest) that existed on the Policy as of the Issue Date. This exclusion from the Surrender Charge does not exempt the policy from a Lock Out Period.

### **Lock Out Period Restriction**

On any date when there is a withdrawal that is not a Systematic Withdrawal from a Segment of any Indexed Account prior to the Segment Maturity Date, a Lock Out Period will begin and will continue for the Lock Out Period specified in Section 1. During a Lock Out Period any portion of Policy Value in an Indexed Account not yet designated to a Segment, as well as any additional amounts allocated or transferred to an Indexed Account, will not be included in the Initial Segment Balance for any new Segments until the first Segment Initiation Date after the end of the Lock Out Period.

---

## **21. OWNER AND BENEFICIARY**

---

Until the Life Insured's death, with the written consent of any irrevocable beneficiaries, You can receive any amount payable under the policy and exercise all rights and privileges granted by the policy.

### **Change of Owner**

Until the Life Insured's death, You can change the ownership of the policy by Written Request. The change will take effect as of the date You signed the Written Request. It will not apply to any payments We made or any action We may have taken before We received Your Written Request.

### **Trustee Owner**

Should the owner be a trustee, payment to the trustee(s) of any amount to which the trustee(s) is (are) entitled under the policy, either by death or otherwise, will fully discharge Us from all liability under the policy to the extent of the amount so paid.

### **Joint Ownership**

Two or more owners will own the policy as joint tenants with right of survivorship, unless otherwise requested on the application or in any subsequent assignment of the policy. On death of any of the owners, the deceased owner's interest in the policy passes to the surviving owner(s).

### **Successor Owner**

If an owner dies prior to the death of the Life Insured, a named successor owner will, if then living, have all the owner's rights and interest in the policy. The owner, with the consent of any irrevocable beneficiary, can cancel or change the designation of successor owner prior to the death of the Life Insured by agreement in writing with Us.

The following four provisions will apply unless there is a beneficiary designation in force that provides otherwise.

### **Beneficiary Classification**

You can appoint beneficiaries for the Insurance Benefit in three classes: primary, secondary, and final. Beneficiaries in the same class will share equally in the Insurance Benefit payable to them.

---

## **21. OWNER AND BENEFICIARY (continued)**

---

### **Payment To Beneficiaries**

We will pay the Insurance Benefit:

- (a) to any primary beneficiaries who are alive when the Life Insured dies; or
- (b) if no primary beneficiary is then alive, to any secondary beneficiaries who are then alive; or
- (c) if no primary or secondary beneficiary is then alive, to any final beneficiaries who are then alive.

### **Change Of Beneficiary**

Until the Life Insured's death, You can change the beneficiary by Written Request unless You make an irrevocable designation. We are not responsible if the change does not achieve Your purpose. The change will take effect as of the date You signed such request. It will not apply to any payments We made or any action We may have taken before We received Your Written Request.

### **Death Of Beneficiary**

If no beneficiary is alive when the Life Insured dies, the Insurance Benefit will be payable to You; or if You are the Life Insured, to Your estate. Unless otherwise provided, if a beneficiary dies before the seventh day after the death of the Life Insured, We will pay the Insurance Benefit as if the beneficiary had died before the Life Insured.

---

## **22. ASSIGNMENT**

---

Your interest in this policy may be assigned with the written consent of any irrevocable beneficiary. Your interest, any interest of the Life Insured and of any revocable beneficiary shall be subject to the terms of the assignment, but such assignment shall not affect the interest of any irrevocable beneficiary.

We will not be on notice of any assignment unless it is in writing, nor will We be on notice until a duplicate of the original assignment has been filed at Our Service Office. We assume no responsibility for the validity or sufficiency of any assignment.

---

## **23. MISSTATEMENTS**

---

If the sex (if issued on a sex distinct basis) or age of the Life Insured was misstated in the application, We will, if necessary, change the Base Face Amount, any Supplemental Face Amount, and every other benefit to that which would have been purchased at the correct sex (if issued on a sex distinct basis) or age by the most recent Cost of Insurance Charge.

---

## **24. SUICIDE**

---

If the Life Insured commits suicide, while sane or insane, within two years from the Issue Date, the policy will terminate on the date of such suicide and We will pay (in place of all other benefits, if any) an amount equal to the premiums paid less the amount of any Policy Debt on the date of death and less any withdrawals.

If the Life Insured commits suicide, while sane or insane, after two years from the Issue Date and within two years from:

- (a) the date We approve a schedule of increasing Supplemental Face Amount;
- (b) the effective date of any unscheduled increase in Supplemental Face Amount; or
- (c) the date of an increase in Death Benefit resulting from any payment of premium We are authorized to refuse under Section 4;

the benefits payable under the policy will not include the amount of such Death Benefit increase but will include the amount of premium that pertains to the increase.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

---

## **25. INCONTESTABILITY**

---

This policy shall be incontestable after it has been in force during the lifetime of the Life Insured for two years from the Issue Date, except for fraud or policy termination, or any provision for reinstatement or policy change requiring evidence of insurability.

In the case of any policy change requiring evidence of insurability, the contestable period shall be two years from the effective date of such policy change. For a policy change involving the approval of a schedule of increasing Supplemental Face Amount, the contestable period shall be two years from the date We approve such schedule. Any premium payment which We accept subject to insurability, and any increase in the Death Benefit resulting from such payment, shall be considered a policy change for purposes of this Section.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

---

## **26. THE CONTRACT**

The written application for the policy is attached at issue. The entire contract between the applicant and Us consists of the policy, such application, and any riders and endorsements. However, additional Written Requests or applications for policy changes or acceptance of excess payment may be submitted to Us after issue and such additional requests may become part of the policy. All statements made in any application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the Life Insured to defend a claim under the policy unless it is in a written application.

An exchange of this policy for a new policy on a different plan may be made by agreement between You and Us in accordance with Our published rules in effect at that time.

We reserve the right to make any changes necessary in order to keep this policy in compliance with any changes in federal or state tax laws. Other changes in this policy may be made by agreement between You and Us. Only the President, Vice President, the Secretary, or an Assistant Secretary of the Company has authority to waive or agree to change in any respect any of the conditions or provisions of the policy, or to extend credit or to make an agreement for Us.

---

## **27. RIGHT TO POSTPONE PAYMENT OF BENEFITS**

We reserve the right to postpone the payment of Net Cash Surrender Values, withdrawals, and policy loans for up to six months after We receive such Written Request, except when required to make a premium payment.

---

## **28. CLAIMS OF CREDITORS**

The proceeds and any income payments under the policy will be exempt from the claims of creditors to the extent permitted by law. These proceeds and payments may not be assigned or withdrawn before becoming payable without Our agreement.

---

## **29. REPORTS TO OWNER**

Within 30 days after each Policy Anniversary, We will send You a report at no charge showing:

- (a) the beginning and end dates of the current report;
- (b) the Death Benefit at the end of the current report period;
- (c) the amounts credited or debited to the Policy Value during the current period, identified by type;
- (d) the Loan Account balance and the Index Loan Principal balance, if any, at the end of the current report period;
- (e) the Cash Surrender Value, if any, at the end of the current report period;
- (f) the Policy Value, if any, at the beginning and at the end of the current report period;
- (g) a notice stating that unless premium payments are made, assuming guaranteed interest, mortality and expense charges, the Net Cash Surrender Value will not be sufficient to maintain the policy in force until the end of the next reporting period; and
- (h) any further information required by law.

Upon request, We will provide You with a report of projected future values. We will provide one report annually without charge. For additional reports You request, We reserve the right to charge a reasonable fee, not to exceed \$50.

---

## **30. HOW VALUES ARE COMPUTED**

We provide Cash Surrender Values that are at least equal to those required by law. We base minimum Cash Surrender Values on the 2001 CSO Sex Distinct Composite U ANB Mortality Tables, with substandard ratings as applicable. However, if this policy is issued on a unisex basis, We base minimum Cash Surrender Values on the 2001 CSO (80) Composite U ANB Mortality Table, with substandard ratings as applicable. Reserves will be at least as great as the minimum required by law. The Maximum Monthly Cost of Insurance rates are no greater than those derived from the appropriate gender distinct or unisex tables named above.

A detailed statement of the method of computing the values of this policy has been filed with the insurance department of the state shown in Section 1.

Communications about this policy may be sent to the Company's Service Office, which is currently at [197 Clarendon Street, Boston, Massachusetts 02116-5010. Our toll-free number is 1-800-387-2747].

Flexible Premium Indexed Universal Life Insurance policy  
Adjustable Death Benefit  
Indexed-Linked Interest Option  
Benefit payable on Life Insured's death  
Flexible premiums payable to Age 121 during the Life Insured's lifetime  
Non-Participating (Not eligible for dividends)

SERFF Tracking Number: MANU-127335216 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49378  
Company Tracking Number: 11INDUL  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: 11INDUL  
Project Name/Number: 11INDUL/11INDUL

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> readability cert ar.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Application <b>Comments:</b> <b>Attachment:</b> NB5000USR (06-2010).pdf		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Health - Actuarial Justification <b>Bypass Reason:</b> not applicable <b>Comments:</b>		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Outline of Coverage <b>Bypass Reason:</b> not applicable <b>Comments:</b>		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Statement of Variability <b>Comments:</b> <b>Attachment:</b>		



SERFF Tracking Number: MANU-127335216 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49378

Company Tracking Number: 11INDUL

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: 11INDUL

Project Name/Number: 11INDUL/11INDUL

SOV - Generic (Final).pdf

Item Status: Status  
Date:

**Satisfied - Item:** Actuarial Memorandum /Reserve  
Statement for Policy Form 11INDUL

**Comments:**

**Attachment:**

AR - IUL11 AM Arkansas 20110720.pdf

Item Status: Status  
Date:

**Satisfied - Item:** Certificate of Compliance with  
Standard Non-Forfeiture and  
Valuation

**Comments:**

**Attachment:**

AR - actcert re valuation and nonforfeiture ar.pdf

Item Status: Status  
Date:

**Satisfied - Item:** Compliance Certification re Unfair  
Sex Discrimination

**Comments:**

**Attachment:**

AR - cert re Reg19 unfair sex dis. ar.pdf

Item Status: Status  
Date:

**Satisfied - Item:** Compliance Certification re Ark.  
Code Ann. 23-79-138 and  
Regulation 49

**Comments:**

**Attachment:**

SERFF Tracking Number: MANU-127335216 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49378  
Company Tracking Number: 11INDUL  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: 11INDUL  
Project Name/Number: 11INDUL/11INDUL  
AR - compcert 23-79-138 reg 49 ar.pdf

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**

**READABILITY CERTIFICATE  
FOR THE STATE OF ARKANSAS**

I, Helene Landow, an officer of JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), hereby certify that the form listed below has the following readability score as calculated by the Flesch Reading Ease Test and that this form meets the requirements of your readability legislation.

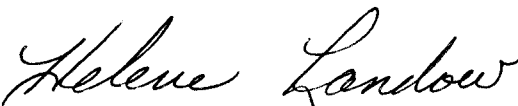
**FORM NUMBER**

11INDUL

**READABILITY SCORE**

42

July 22, 2011  
Date

  
\_\_\_\_\_  
Helene Landow, FLMI, ACP  
Director, Contracts and Compliance



Service Office:  
Life New Business  
197 Clarendon Street  
Boston MA 02116-5010

**Application for Life Insurance**  
**John Hancock Life Insurance Company (U.S.A.)**  
(hereinafter referred to as The Company)

Print and use black ink. Any changes must be initialed by the Proposed Life Insured(s) and Owner.  
Use the Additional Information/Special Requests section for additional space or special requests if required.

**PROPOSED LIFE INSURED LIFE ONE**

1. a) Name First Middle Last <b>JOHN M. DOE</b>			b) Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
c) Date of Birth Month Day Year <b>0 1 0 4 1 9 6 7</b>		d) Place of Birth State Country <b>ANYTOWN USA</b>	e) Social Security Number <b>1 2 3 4 5 6 7 8 9</b>
f) Telephone Nos. Home Business <b>905 123-4567 905 234-5678</b>		g) E-mail Address <b>johndoe@hotmail.com</b>	
h) Driver's License No. State <b>1234567890 AS</b>		i) Citizenship <input checked="" type="checkbox"/> US <input type="checkbox"/> Other - give details:	
j) Primary Residence Street Address City State Zip Code <b>1999 MARCH STREET ANYTOWN, ANYSTATE 12345</b>			k) Total years at this address <b>5</b>
l) Do you have a secondary residence? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - provide address including zip code and months per year at this address in Additional Information Q 37.		m) Occupation <b>COMPANY PRESIDENT</b> <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student <input type="checkbox"/> Unemployed	
n) Employer <b>ABC COMPANY</b>			
o) Gross Annual Income Earned Unearned <b>\$ 300,000 \$ 100,000</b>		p) Net Worth <input checked="" type="checkbox"/> Personal <b>\$ 2.6 M</b> <input type="checkbox"/> Joint with spouse <b>Financial Supplement for Personal Insurance NB5125 may be required.</b>	
q) Purpose of Insurance <input checked="" type="checkbox"/> Estate Conservation <input type="checkbox"/> Business Insurance - complete Business Insurance section Q 38 <input type="checkbox"/> Wealth Transfer <input type="checkbox"/> Income Replacement <input type="checkbox"/> Other - give details:			
r) In the last 5 years, has the Proposed Life Insured or any business of which he/she is a partner/owner/executive been bankrupt, had any liens, judgements or other similar financial difficulties? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - give details:			

**PROPOSED LIFE INSURED LIFE TWO**

2. a) Name First Middle Last			b) Sex <input type="checkbox"/> M <input type="checkbox"/> F
c) Date of Birth Month Day Year		d) Place of Birth State Country	e) Social Security Number
f) Telephone Nos. Home Business		g) E-mail Address	
h) Driver's License No. State		i) Citizenship <input type="checkbox"/> US <input type="checkbox"/> Other - give details:	
j) Primary Residence (if different from Life One) Street Address City State Zip Code			k) Total years at this address
l) Occupation <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student <input type="checkbox"/> Unemployed		m) Employer	
n) Gross Annual Income Earned Unearned <b>\$ \$</b>		o) Net Worth (if different from Life One) <b>\$</b> <input type="checkbox"/> Personal <input type="checkbox"/> Joint with spouse	
p) In the last 5 years, has the Proposed Life Insured or any business of which he/she is a partner/owner/executive been bankrupt, had any liens, judgements or other similar financial difficulties? <input type="checkbox"/> No <input type="checkbox"/> Yes - give details:			

3. Who is the Owner? ☒ Proposed Life Insured One ☐ Proposed Life Insured Two ☐ Business Partner  
☐ Trust ☐ Trust to be Established ☐ Employer  
☐ Other - give relationship to Proposed Life Insured(s)

**Provide details below, if other than Proposed Life Insured(s). If Trust Owner, complete the Trust Certification PS5101. Trust Agreement may be required.**

5. a) Name _____	b) Date of Birth/Trust Date <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Month</span> <span>Day</span> <span>Year</span> </div> <div style="display: flex; justify-content: space-between; height: 20px; border-bottom: 1px solid black;"></div>
c) Address <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"> <span>Street Address</span> <span>City</span> <span>State</span> <span>Zip Code</span> </div> <div style="display: flex; justify-content: space-between; height: 20px; border-bottom: 1px solid black;"></div>	d) Social Security/Tax ID Number (if applicable) _____
e) E-mail Address _____	

7. a) Name	<input checked="" type="checkbox"/> Primary	Relationship to Proposed Life Insured(s)	Percentage
<b>JAMES M. DOE</b>		<b>SON</b>	<b>100 %</b>
b) Name	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Relationship to Proposed Life Insured(s)	Percentage %

8. PRODUCT NAME	JH UNIVERSAL LIFE
-----------------	-------------------

9. **FLEXIBLE PREMIUM PRODUCTS**

☒ **Universal Life**      ☐ **Variable Universal Life** - complete **Fund Allocation NB5136**

a) ☒ Single Life      ☐ Survivorship

b) Base Face Amount \$ 250,000      Supplemental Face Amount \$ \_\_\_\_\_

☐ Level      ☐ Increasing by: \_\_\_\_\_ % for \_\_\_\_\_ Years

☐ Customized Increasing Schedule - complete **Customized Schedule NB5064**

c) Death Benefit Option ☒ Option 1 (Face Amount/TFA)      ☐ Option 2 (Face Amount/TFA plus Policy Value)

d) Life Insurance Qualification Test ☒ Guideline Premium      ☐ Cash Value Accumulation

e) Riders and Benefits (if applicable)

☒ Policy Protection Rider (PPR)      ☐ PPR Flex      ☐ PPR Quick      ☐ PPR Enhanced      ☐ PPR Cash Value Advantage

☐ Extended No Lapse Guarantee      ☐ Long-Term Care Rider (complete **NB5018**)

☐ Return of Premium Rider (DB 1 only)      ☐ Long-Term Care Continuation Rider

         Percentage of premiums to be returned at death

         (Whole numbers only. Maximum 100%) \_\_\_\_\_ %

☐ Overloan Protection Rider

☐ Cash Value Enhancement

☐ Accelerated Death Benefit (for terminal illness)

☐ Disability Waiver of Monthly Deductions

☐ Disability Payment of Specified Premium

         Monthly Specified Amount \$ \_\_\_\_\_

☐ Estate Preservation Rider (Four Year Term)

☐ Policy Split Option

☐ Other

**10. FIXED PREMIUM PRODUCTS**

☐ Whole Life      ☐ Term 10      ☐ Term 15      ☐ Term 20      ☐ Survivorship Term

a) Face Amount \$ \_\_\_\_\_

b) Whole Life Pay Options    ☐ Full - Pay    ☐ Limited - Pay    ☐ 10 - Pay    ☐ 15 - Pay    ☐ 20 - Pay    ☐ Single - Pay

c) Riders and Benefits (if applicable)

<input type="checkbox"/> Total Disability Waiver	<input type="checkbox"/> Conversion Extension Rider (T15 & T20 only)
<input type="checkbox"/> Accelerated Death Benefit (for terminal illness)	<input type="checkbox"/> Automatic Premium Loan (if available)
<input type="checkbox"/> Long-Term Care Rider (complete <b>NB5018</b> )	
<input type="checkbox"/> Long-Term Care Continuation Rider	<input type="checkbox"/> Other

11. If an additional or optional policy is being applied for by the Owner in a separate application, state plan and face amount.	
Plan Name	\$

## PREMIUMS AND FUNDING INFORMATION

12. Frequency	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Pre-Authorized Monthly Payment Plan (complete Q 43)
	<input type="checkbox"/> Other _____			
13. Do you understand that you may need to pay additional premiums in addition to the Planned Premium if the current policy charges or actual interest credited/investment performance are different from the assumptions used in your illustration (assuming the requirements of any applicable guaranteed death benefit feature have not been satisfied)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A				
14. Send Premium Notices and Correspondence to: (Select One)				
<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Proposed Life Insured One <input type="checkbox"/> Proposed Life Insured Two				
<input type="checkbox"/> Other First _____ Middle _____ Last _____ Relationship to Proposed Life Insured(s) _____				
Street Address _____ City _____ State _____ Zip Code _____				
15. Premium Source				
<input checked="" type="checkbox"/> Earned Income <input type="checkbox"/> Unearned Income <input type="checkbox"/> Loan (complete question 16)				
<input type="checkbox"/> Liquidating Assets - give details: _____				
<input type="checkbox"/> An individual and/or entity other than the Proposed Life Insured's employer - give details: _____				
<input type="checkbox"/> Settled Contracts - give details: _____				
<input type="checkbox"/> Other - give details: _____				
<b>Complete question 16, if premium source is a loan.</b>				
16. a) Who is the lender?		b) What amount and type of collateral is required to secure the loan?		
_____		Amount _____ Type of Collateral _____		
		\$ _____		
c) In addition to repayment of principal and interest, are there other fees, charges or other consideration to be paid?				
<input type="checkbox"/> No <input type="checkbox"/> Yes - give details: _____				
17. Is there, or are you considering entering into, an understanding or agreement providing for any person or entity, other than the Owner and beneficiaries specified in this application, to have any right, title or other legal or beneficial interest in any policy issued on the life of the Proposed Life Insured(s) as a result of this application?				
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - give details: _____				
18. Have you been offered any money or other considerations by any person or entity in connection with this application?				
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - give details: _____				

## EXISTING AND PENDING INFORMATION

If more space is required attach additional page that has been signed by the Owner and Proposed Life Insured(s).

19. Does the Owner have any existing life insurance and/or annuity policies?											
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - complete state appropriate replacement forms.											
20. Provide information for each policy in force on the Proposed Life Insured(s) with all companies, including any policy that has been sold, assigned or settled to or with a settlement or viatical company or any other person or entity. If 'None', check this box. <input checked="" type="checkbox"/>											
Proposed Life Insured	Company	Insurance		Issue Date Year	To Remain in Force?		1035 Exchange?		Settled or Sold		Face Amount Including Riders
		Personal	Business		Yes	No	Yes	No	Yes	Year	
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$

**EXISTING AND PENDING INFORMATION continued**

21. a) If you are applying for life insurance with any other company, provide the amount of all formal applications and name of the life insurance company. **Do not include informal inquiries.**

Proposed Life Insured	Company	Face Amount Including Riders	Proposed Life Insured	Company	Face Amount Including Riders
<input type="checkbox"/> One <input type="checkbox"/> Two		\$	<input type="checkbox"/> One <input type="checkbox"/> Two		\$
<input type="checkbox"/> One <input type="checkbox"/> Two		\$	<input type="checkbox"/> One <input type="checkbox"/> Two		\$

b) Total formal coverage pending (including this application) you plan to accept.

Life One \$ **250,000** Life Two \$

22. If applying for single life coverage, is there any inforce and applied for coverage on your spouse?

☐ Yes - Total Coverage Amount \$ ☒ No ☐ No spouse

23. Have you ever had an application for life insurance declined, postponed, rated substandard or offered with a reduced face amount?

Life One ☒ No ☐ Yes - give details: \_\_\_\_\_

Life Two ☐ No ☐ Yes - give details: \_\_\_\_\_

**GENERAL RISK AND LIFESTYLE QUESTIONS - Provide details in Q 32 for 'Yes' answers.**

	Life One	Life Two
24. Do you engage in any regular exercise? (ie walking, treadmill, swimming, aerobics, strength training, cycling, yoga) If <b>'Yes'</b> , give details of type, frequency and length of time in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
25. Have you ever used tobacco or nicotine products in any form (including cigarettes, cigars, cigarillos, a pipe, chewing tobacco, nicotine patches or gum)? If <b>'Yes'</b> , give details of type of nicotine product, amount and frequency and date last used in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
26. Do you expect to travel outside of the U.S. or Canada, or change your country of residence in the next 2 years? If <b>'Yes'</b> give details of location (city/country), purpose, frequency and duration in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
27. a) Have you flown as a student pilot, licensed pilot, or crew member in any aircraft, including ultralight planes in the last 2 years? If <b>'Yes'</b> , complete <b>Aviation Questionnaire NB5009</b> .	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
b) Have you engaged in any form of motor vehicle or power boat racing, sky diving/parachuting, skin or scuba diving, hang-gliding, mountain climbing, or any other hazardous activities in the last 2 years? If <b>'Yes'</b> , complete appropriate <b>Avocation Questionnaire</b> .	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
28. a) Have you been cited for one or more moving violations within the last 2 years?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
b) Have you been cited for driving while intoxicated or while otherwise impaired?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
29. Have you ever been arrested, convicted, or imprisoned for a felony and/or currently awaiting trial for any crime and/or felony? If <b>'Yes'</b> give details of type, date, city/state of felony and/or crime and if currently on probation or parole in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
30. Have any of your immediate family members (parents, brothers or sisters) died from coronary artery disease or cancer, prior to age 60?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
31. Are you a member of the armed forces, including the reserves? If <b>'Yes'</b> , complete <b>Military Personnel Financial Services Disclosure Regarding Insurance Products NB5109</b> .	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes

32. Details for **'Yes'** answers for questions 24 - 31.

Question No.	Life One	Question No.	Life Two

**INFORMATION REGARDING LAST MEDICAL CONSULTATION****LIFE ONE****LIFE TWO**

33. a) Date of last visit to ANY doctor/physician	Month <b>JAN</b>	Day <b>15</b>	Year <b>2009</b>	34. a) Date of last visit to ANY doctor/physician	Month	Day	Year
b) Reason for and outcome of visit (Diagnosis / Treatment / Medication Prescribed)  <b>ANNUAL CHECK-UP - NONE</b>				b) Reason for and outcome of visit (Diagnosis / Treatment / Medication Prescribed)			
c) Physician Name, Address and Telephone Number <b>ARTHER H. SMITH</b> <b>123 MAIN STREET</b> <b>ANY TOWN, ANYSTATE 12347</b>				c) Physician Name, Address and Telephone Number			
d) Provide Primary Physician name and contact information, if different from 33 c).				d) Provide Primary Physician name and contact information, if different from 34 c).			

**MEDICAL CERTIFICATION**

35. Have you completed a para/medical examination? If <b>'Yes'</b> , complete chart below.				Life One <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Life Two <input type="checkbox"/> No <input type="checkbox"/> Yes
Proposed Life Insured	John Hancock Exam	OR	Other Company's Exam	Name of Other Insurance Company	Date of Examination month year
<input checked="" type="checkbox"/> One <input type="checkbox"/> Two	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<b>MAY 2010</b>
<input type="checkbox"/> One <input type="checkbox"/> Two	<input type="checkbox"/>		<input type="checkbox"/>		
36. Have you had any illness, injury, operation or treatment, or has there been any change in your health since the date of the examination? If <b>'Yes'</b> , give details in Additional Information/Special Requests Q 37.				Life One <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Life Two <input type="checkbox"/> No <input type="checkbox"/> Yes

**ADDITIONAL INFORMATION/SPECIAL REQUESTS - Attach additional signed page if more space is required.**

37.

**COMPLETE THE FOLLOWING SECTIONS ONLY IF APPLICABLE TO YOUR APPLICATION****BUSINESS INSURANCE - Complete if face amount is under \$1,000,000. For face amounts \$1,000,000 and over complete the Financial Supplement for Business Insurance NB5124.**

38. a) Business Insurance Purpose <input type="checkbox"/> Key Person <input type="checkbox"/> Buy Sell <input type="checkbox"/> Business Loan <input type="checkbox"/> Other					
	Assets	Liabilities	Gross Sales	Net Income	Fair Market Value of the Business
Current Year	\$	\$	\$	\$	\$
Previous Year	\$	\$	\$	\$	\$
b) How was the amount applied for determined?					
c) What percentage of the business is owned by the Proposed Life Insured(s)? %					
d) Are other partners/owners/executives insured or applying for life insurance with any company? <input type="checkbox"/> No <input type="checkbox"/> Yes - give details:					

**JUVENILE INSURANCE - Complete if Proposed Life Insured is under age 18.**

39. a) Are all siblings equally insured? <input type="checkbox"/> No <input type="checkbox"/> Yes If <b>'No'</b> , give details:		b) Amount of life insurance currently in force or pending for	
	Amount	If none, provide reason	
Mother	\$		
Father	\$		
Guardian	\$		



**TEMPORARY LIFE INSURANCE AGREEMENT APPLICATION**☒ **Not Applicable****Complete this section only if applying for Temporary Life Insurance and the criteria is met.**Money may NOT be collected and the **Temporary Life Insurance Receipt and Agreement NB5004** may NOT be issued if:

1. questions 40 to 42 are answered '**Yes**' or left blank; or
2. the Proposed Life Insured(s) is under age 20 or over age 70; or
3. the amount applied for is more than \$10,000,000 (single life) or \$15,000,000 (survivorship).

	Life One	Life Two
40. Within the last 24 months, has the Proposed Life Insured(s) under this application: a) consulted a medical professional for, been diagnosed with or been treated for or had treatment recommended by a member of the medical profession, for any heart problem, stroke or cancer? b) received a recommendation from a medical professional for any consultation, testing, investigation or surgery that has not yet been completed? c) been declined for life insurance?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes
41. Other than planned routine check-ups, are there medical concerns or symptoms for which a medical professional has not yet been consulted?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
42. Does the Proposed Life Insured(s) reside outside the United States more than 6 months per year?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes

**PRE-AUTHORIZED PAYMENT PLAN - To be completed by Owner**☒ **Not Applicable**43. Request for Pre-Authorized Payment Plan ☐ YesBy selecting '**Yes**', I hereby authorize and request The Company to draw checks (which may include withdrawals made electronically) monthly on my account to pay premiums, and/or repay loans on this policy or any policies subsequently designated.

Checking Account No. \_\_\_\_\_ Routing No. \_\_\_\_\_

I understand and agree that:

- a) Such checks (which may include withdrawals made electronically) shall be drawn monthly to pay premiums falling due on the designated policies.
- b) While the Pre-Authorized Payment Plan is in effect, The Company will not give notices of premiums falling due on such policies.
- c) The Pre-Authorized Payment Plan may be terminated by the bank depositor or by written notice to The Company by the Owner. If the Pre-Authorized Payment plan is terminated, premiums falling due thereafter shall be payable directly to The Company as provided in the policy.
- d) **The first premium paid must be submitted by check.**

**Attach voided sample check.****Attach Voided Check here**

---

**READ THE FOLLOWING CAREFULLY AND SIGN BELOW.**

---

**DECLARATIONS**

The Proposed Life Insured(s) and Owner (or Parent or Guardian) declare that the statements and answers in this application and any form that is made part of this application are complete and true.

In addition, I understand and agree that:

1. **Policy Application:** The statements and answers in this application, which include any supplemental form relating to health, aviation practices or lifestyle of the Proposed Life Insured(s) will become part of the insurance policy issued as a result of this application.
2. **Policy Effective Date:**
  - a) Any life insurance policy issued as a result of this application will be effective on the later of the date the first premium has been paid in full and the date the policy has been delivered to the Owner, provided that: (i) there has been no change in health or change in the lifestyle of the Proposed Life Insured(s), (ii) there has been no change in the financial circumstances of the Owner or the Proposed Life Insured(s), and (iii) nothing else has occurred that would require a change in any statement or answer in any part of the application, including any supplemental forms, in order to make the statement or answer true and complete as of the date this policy becomes effective. If there has been a change in health: (i) if there is no Temporary Life Insurance Agreement (TIA) coverage, the policy will not be put into effect, and (ii) if there is TIA coverage and the TIA has not ended, the policy will be put into effect but only to the limit of the TIA coverage amount.
  - b) If premiums are paid prior to delivery of the policy and the terms and conditions of the TIA are satisfied, insurance prior to the effective date shall be provided under the TIA and according to its terms.
3. **Employer Owned Policies:** The Proposed Life Insured(s) confirms that they have received, prior to issue, written notice that indicates: a) the employer's intent to insure the Proposed Life Insured(s), (b) the maximum amount of the insurance to be issued on the life of the Proposed Life Insured(s) and c) that the employer will be the beneficiary of the new policy. The Proposed Life Insured(s) also confirms that they have provided written consent to being insured and that such coverage may continue after employment terminates.
4. **Fraud Warning:** Any person who knowingly and with intent to defraud any insurer: a) files an application for insurance or statement of claim containing any materially false information, or b) conceals for the purpose of misleading any insurer, information concerning any material fact thereto, may be committing a fraudulent insurance act.
5. **Variable Policies:** I/We acknowledge receipt of the current prospectuses and supplements that describe the variable life insurance policy applied for and the sub-accounts of the separate account that are available under this policy. I/We have reviewed the prospectuses and supplements and believe that the variable life policy is consistent with my/our insurance needs, investment objectives and investment risk tolerance.
6. **Temporary Insurance Coverage:** If coverage under a TIA is applied for, I have received, read and understand the terms and conditions of the **Temporary Life Insurance Receipt and Agreement NB5004.**

---

**AUTHORIZATION TO OBTAIN INFORMATION**

I/We, the Proposed Life Insured(s), authorize:

1. The Company to obtain consumer reports including but not limited to motor vehicle records and investigative consumer reports on me/us.
2. Any medical professional, medical care provider, hospital, clinic, laboratory, pharmacy or pharmacy benefit manager, insurance company, the MIB, Inc. or any other similar person or organization to give The Company and its reinsurers information about me/us or any minor child/children who are to be insured. The information collected by The Company may relate to the symptoms, examination, diagnosis, treatment or prognosis of any physical or mental condition.
3. Any financial professional, CPA, attorney, personal banker or any other similar person or organization to give The Company and its reinsurers financial/net worth information about me/us.

I/We authorize The Company to disclose such information and any information developed during its evaluation of my/our application to: (a) its reinsurers; (b) the MIB, Inc.; (c) other insurance companies as designated by me/us; (d) me/us; (e) my/our insurance agent, when that agent is seeking insurance coverage through The Company on my/our behalf; (f) any medical professional designated by me/us; or (g) any person or entity entitled to receive such information by law or as I/we may further consent.

I/We acknowledge receipt of the Notice of Disclosure of Information relating to the underwriting process, investigative consumer reports and the MIB, Inc. This authorization will be valid for two years from the date shown below. A photocopy of this authorization will be as valid as the original.

Information collected under this authorization will be used by The Company to evaluate my/our application for insurance, to evaluate a claim for benefits, or for reinsurance or other insurance purposes.

I am/We are entitled, or my/our authorized representative is entitled, to a copy of this authorization.

---

**SIGNATURES - If Proposed Life Insured(s) is under age 15, Parent or Guardian must sign and include relationship.****X**

Signature of Owner (Provide title or corporate seal, if Signing Officer)

Owner - Signed at      City      State      This      Day of      Year

**X**

Signature of Proposed Life Insured One if other than Owner (Parent or Guardian if under age 15)

**X**

Signature of Proposed Life Insured Two if other than Owner

---

**AGENT SIGNATURE**

I certify that all the information supplied by the Proposed Life Insured(s) and Owner has truly and accurately been recorded on the application.

**X**

Signature of Agent/Registered Representative

Date

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**  
**STATEMENT OF VARIABILITY**  
**July 15, 2011**

**FLEXIBLE PREMIUM INDEXED UNIVERSAL LIFE INSURANCE POLICY**  
**FORM 11INDUL**

Section / Section #	Page Number	Description
Front Cover Page	Cover	<ul style="list-style-type: none"> <li>Life Insured's name and policy number vary based on issue specifications.</li> <li>The Plan Name field is bracketed in case the Company wishes to market this form under a different product name.</li> <li>Company officer signatures bracketed as they may change.</li> </ul>
1. Policy Specifications	3.0	<ul style="list-style-type: none"> <li>Life Insured, Plan Name, Age at Policy Date, Policy Number, Sex (reference to Sex and gender of Life Insured is suppressed if the basis of values uses unisex mortality tables), Issue Date, Policy Date, Risk Classification, and Additional Ratings all vary based on issue specifications.</li> <li>Death Benefit Option at Issue will either be Option 1 or Option 2.</li> <li>Life Insurance Qualification Test Elected will either be Guideline Premium Test or Cash Value Accumulation Test.</li> <li>Base Face Amount, Supplemental Face Amount, and Total Face Amount will all vary based on issue specifications.</li> <li>The Governing Law field will show the state of issue.</li> <li>Premium Mode will be annual, semi-annual, quarterly, monthly, or electronic draft.</li> <li>All premiums shown vary based on issue specifications.</li> </ul>
1. Policy Specifications	3.1	<ul style="list-style-type: none"> <li>Schedule of Supplemental Face Amount shown will vary based on issue specifications.</li> </ul>
1. Policy Specifications	3.2	<ul style="list-style-type: none"> <li>Other Benefits and Specifications, and any text under it, is bracketed to accommodate situations when the field is not applicable.</li> <li>A complete listing of optional riders applied for and issued with the policy is shown on this page. This would include any previously and subsequently approved riders made available with this policy and elected by the policy owner.</li> </ul>
1. Policy Specifications	3A	<ul style="list-style-type: none"> <li>Base Face Amount Charge varies based on issue specifications.</li> <li>Surrender Charge Percentages vary by issue specifications.</li> </ul>
1. Policy Specifications	3B	<ul style="list-style-type: none"> <li>The No-Lapse Guarantee Period for the Base Face Amount varies according to issue age, duration and benefit features with a maximum period of 15 years and a minimum period of 5 policy years.</li> <li>Surrender Charge Calculation Limit varies based on issue specifications.</li> </ul>
1. Policy Specifications	3C	<ul style="list-style-type: none"> <li>Listing of Indexed Accounts and Values from the Index Appreciation Account may vary with the addition of new Indexed Accounts</li> <li>Index may vary in the event of substitution or the addition of a new Index.</li> </ul>
1. Policy Specifications	3C (continued)	<ul style="list-style-type: none"> <li>Listing of Indexed Accounts and Values from the Index Appreciation Account may vary with the addition of new Indexed Accounts</li> <li>Index may vary in the event of substitution or the addition of a new Index.</li> </ul>
1. Policy Specifications	3D	<ul style="list-style-type: none"> <li>Index Disclaimers may vary in the event of substitution or the addition of a new Index.</li> </ul>
2. Table of Rates	4	<ul style="list-style-type: none"> <li>Maximum Monthly Cost of Insurance Rates per \$1000 of Net Amount at Risk and Minimum Death Benefit Factors vary based on issue specifications for the Life Insured.</li> </ul>
Back Cover Page	Back Cover	<ul style="list-style-type: none"> <li>The address of the Company's Servicing Office and toll free number is bracketed as it may be changed in the future.</li> </ul>

**STATE OF ARKANSAS**

**CERTIFICATE OF COMPLIANCE**

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) hereby certifies that its policy form 11INDUL complies with Section 6 and 7 of Regulation 34 (valuation and non-forfeiture).

We certify that in no case shall the reserves be less than the actual cash surrender values provided for under policy contract 11INDUL.


We further certify that we have read the "Guidelines for non-guaranteed cost on participating and non-participating life insurance" (Bulletin 11-83), and that policy 11INDUL complies with them.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)



---

Xun C. Huang, FSA, MAAA  
Actuary  
Life Product Management



---

Helene Landow, FLMI, ACP  
Corporate Officer

July 22, 2011  
Date

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**

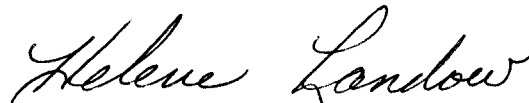
**COMPLIANCE CERTIFICATION**

**STATE OF ARKANSAS**

<b>Form</b>	<b>Description</b>
11INDUL	Flexible Premium Indexed Universal Life Insurance Policy, N.P.

John Hancock Life Insurance Company (U.S.A.) hereby certifies to its understanding of the filing requirements of Arkansas Regulation 19 §10B re unfair sex discrimination in the sale of insurance and that this filing meets the provisions of this rule, as well as all applicable requirements of the Arkansas Insurance Department.

July 22, 2011  
Date

  
\_\_\_\_\_  
Helene Landow, FLMI, ACP  
Director, Contracts and Compliance

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**

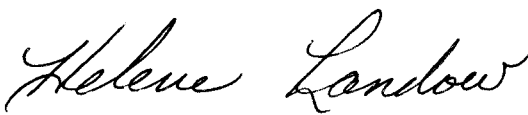
**CERTIFICATE OF COMPLIANCE**

**STATE OF ARKANSAS**

<b>Form</b>	<b>Description</b>
11INDUL	Flexible Premium Indexed Universal Life Insurance Policy, N.P.

I certify to the best of my knowledge and belief as to the accuracy and compliance of this filing; further, I certify that this filing is in compliance with Ark. Code Ann. 23-79-138 which requires that certain information accompany every policy and Regulation 49 which requires that a Life and Health guaranty notice be given to each policyowner.

July 22, 2011  
Date

  
\_\_\_\_\_  
Helene Landow, FLMI, ACP  
Director, Contracts and Compliance